

Highlands Housing Authority

215 Shore Drive, Highlands, New Jersey 07732

TELEPHONE: (732) 872-2022

FAX: (732) 291-8743

INVITATION FOR BIDS

for

“Entry Stoop Replacements at Jennie Parker Manor”

in

HIGHLANDS, NEW JERSEY

Sealed Bids Due:

Wednesday, October 9, 2024 at 10:00 a.m.

ARCHITECT

HABITECH ARCHITECTURE, LLC

Architecture • Building Systems • Planning

12 PINECREST DRIVE

MEDFORD, NEW JERSEY 08055

(609) 413-2566

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SECTION I

Highlands Housing Authority

Contract Documents

Entry Stoop Replacements at Jennie Parker Manor

I. INTRODUCTION

The Housing Authority of the Borough of Highlands (Authority) will receive sealed bids for the demolition and replacement of existing rear entry masonry stoops at Jennie Parker Manor, **Note; The bid form includes Add Alternate 1 (no guarantee we will award the Alternate 1)**, a garden style apartment complex located at 121 Waterwitch Street in Highlands, NJ, 07732 as per the Technical Specifications and Drawings included in these Contract Documents. All work is to be completed within 45 days.

Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the Authority no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and having no impact on the Authority unit or the award of a contract.

Sealed bids will be received until 10:00 a.m. prevailing time on Wednesday, October 9, 2024 at the Authority offices located at Ptak Towers, 215 Shore Drive, Highlands, NJ 07732, at which time all bids will be publicly opened and read aloud.

Pre-Bid Meeting Site visits will be by appointments only. Interested parties should email Reneed@highlandsha.org. to make an appointment to visit the site.

All permitting fees, if any, relating to the construction of this project will be paid for by the contractor with no expense to the Authority.

All bidders must be licensed to do business in the State of New Jersey and shall have the equipment, knowledge, capability and manpower to successfully and expertly perform the work as per the specifications contained herein.

The contractor must also demonstrate through references that they, or their principles assigned to the project, have successfully completed services similar to the Scope of Services section of these Contract Documents. Please refer to the Bidder's or Sub-Contractors Qualifications pages (included herein) for required qualifications.

The contractor must submit bids in the manner set forth in the Bid Submission section of the Contract Documents. All applicable documents must be submitted at the Bid Opening.

Contractor must be licensed and certified and insured as required by state and federal regulations.

SCOPE OF SERVICES- A. Demolish and replace existing rear entry masonry stoop.

B. Demolish existing railings, concrete stoop slab, precast stairs and masonry foundation to 8" below grade. Minor building foundation repair. Install new wood framed deck with PVC decking and aluminum guard and handrails. Other incidental work.

The scope of services is included in the Technical Specifications and Drawings included at the end of these Contract Documents.

INSTRUCTION TO BIDDERS AND STATUTORY REQUIREMENTS

I. SUBMISSION OF BIDS

All Bidders shall follow the following instructions:

1. All bids must be delivered by mail or in person to the Authority, 215 Shore Drive, Highlands, NJ 07732 in accordance with the public advertisement as required by law, with a copy of said notice included herein and made a part of these specifications. All late bids received by the Authority shall be returned unopened to the Bidder.
2. To ensure fair consideration for all bidders, the Authority prohibits communication to or with any employee of the Authority during the submission process. Additionally, the Authority prohibits communications initiated by a bidder to **any** Authority official or employee evaluating or considering the proposals before the time an award decision has been made. Any communication between bidder and the Authority will be initiated by the appropriate Authority official or employee in order to obtain information or clarification needed to develop a proper, accurate evaluation of the bid. Such communications initiated by a bidder may be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future bid.
3. In order to be acceptable, **two (2) copies (one original and one copy) of the bid MUST be submitted in a sealed envelope on the outside of which shall be plainly marked "Sealed Bid-Entry Stoop Replacements at Jennie Parker Manor", together with the name and address of the firm submitting the bid.** Bids will be received until **10:00 AM** or hand delivered no later than **10:00 AM** on October 9, 2024 at which time they will be publicly opened and read aloud at the offices of the Authority, 215 Shore Drive, Highlands, NJ 07732.
4. It is the bidder's responsibility to present bids to the owner prior to or at the time and at the place designated. Bids may be hand delivered or mailed; however, the owner disclaims any responsibility for bids forwarded by regular or overnight mail. Bids sent by express mail or delivery service must either 1) include the designation in sub-section 3, above on the outside of the express mail or service envelope; or 2) must be in a separate envelope inside the delivery envelope and the envelope marked as required above. Bids received after the designated time and date will be returned unopened.
5. Sealed bids forwarded to the owner before the time of opening of bids may be withdrawn upon written application of the bidder who shall be required to produce evidence showing that the individual is or represents the principal or principals involved in the bid. Once bids have been opened, they shall remain firm for a period of sixty (60) calendar days.
6. More than one bid from an individual, a firm or partnership, a corporation or association under the same names shall not be considered.
7. All prices and amounts must be written in ink or preferably machine-printed. Bids containing any conditions, omissions, unexplained erasures or alterations, items not called for in the bid proposal form, attachment of additive information not required by the specifications, or irregularities of any kind, may be cause for rejection by the owner in accordance with applicable law. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
8. Each bid proposal form must give the full business address, business phone, fax, e-mail, the contact person of the bidder, and be signed by an authorized representative as follows:

- a. Bids by partnerships must be signed in the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and designation of the person signing.
 - b. Bids by corporations must be signed in the legal name of the corporation, followed by the name of the State in which incorporated and must contain the signature and designation of the president, secretary or other person authorized to bind the corporation in the matter.
 - c. Bids by sole-proprietorship shall be signed by the proprietor.
 - d. When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
9. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
- a. N.J.S.A. 2C:21-34, et seq. governs false claims and representations by bidders. It is a serious crime for the bidder to knowingly submit a false claim and/or knowingly make material misrepresentation.
 - b. N.J.S.A. 2C:27-10 provides that a public servant commits a crime if said public servant solicits or receives a benefit directly or indirectly, for an official act performed or to be performed by a public servant, which is a violation of official duty.
 - c. N.J.S.A. 2C:27-11 provides that a bidder commits a crime if said person, directly or indirectly, confers or agrees to confer any benefit not allowed by law to a public servant.
 - d. Bidder should consult the statutes or legal counsel for further information.
10. Pay-to-Play Disclosure - Business entities are advised of their responsibility to file an annual disclosure statement of political contributions with the New Jersey Election Law Enforcement Commission (ELEC) pursuant to N.J.S.A. 19:44A-20.27 if they receive contracts in excess of \$50,000 from public entities in a calendar year. Business entities are responsible for determining if filing is necessary, Additional information on this requirement is available from ELEC at 888-313-3532 or at www.elec.state.nj.us.
11. Official Request for Bid - Packages are available from the owner's website at www.HighlandsHA.org at no cost to the prospective respondents. All addenda are posted on this site. Potential respondents are cautioned that they are responding at their own risk if a third party supplied the specifications that may or may not be complete. The owner is not responsible for third party supplied documents. Respondents are urged to send their contact information to JMcClary@PerthAmboyHA.org (and receive proof that their contact information was received by the Authority) when bid documents are downloaded from the website so any addenda to these specifications can be sent to them.
12. A copy of the contract to be entered into with the successful bidder is included as Attachment "A".

II. BID SECURITY AND BONDING REQUIREMENTS-The following provisions shall be applicable to this bid and be made a part of the bid documents:

- 1. **Bid Guarantee-**Bidder shall submit with the bid a certified check, cashier's check or bid bond in the amount of ten percent (10%) of the total price bid, but not in excess of \$20,000, payable unconditionally to the owner. When submitting a Bid Bond, it shall contain Power of Attorney for full amount of Bid Bond from a surety company authorized to do business in the State of New Jersey and acceptable to the owner. The check or bond of the unsuccessful bidder(s) shall be returned pursuant to N.J.S.A. 40A:11-24a. The check or bond of the bidder to whom the contract is awarded shall be retained until a contract is executed and the required performance bond or other security is submitted. The check or bond of the successful bidder shall be forfeited if the bidder fails to enter into a contract pursuant to N.J.S.A. 40A:11-21. The

Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a bid guarantee shall result in rejection of the bid.

The Bid Bond shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents Failure to submit a bid guarantee shall result in rejection of the bid.

2. **Consent of Surety-** Bidder shall submit with the bid a Certificate (Consent) of Surety with Power of Attorney for full amount of bid price from a Surety Company authorized to do business in the State of New Jersey, and acceptable to the owner stating that it will provide said bidder with a Performance Bond in the full amount of the bid. This certificate shall be obtained in order to confirm that the bidder to whom the contract is awarded will furnish Performance and Payment Bonds from an acceptable surety company on behalf of said bidder, any or all subcontractors or by each respective subcontractor or by any combination thereof which results in performance security equal to the total amount of the contract, pursuant to N.J.S.A. 40A:11-22.

The Consent of Surety shall include a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.

3. **Performance Bond-**Bidder shall simultaneously with the delivery of the **executed contract**, submit an executed bond in the amount of one hundred percent (100%) of the acceptable bid as security for the faithful performance of this contract.

The performance bond provided shall not be released until final acceptance of the whole work and then only if any liens or claims have been satisfied. The surety on such bond or bonds shall be a duly authorized surety company authorized to do business in the State of New Jersey pursuant to N.J.S.A. 17:31-5. For multi-year contracts, the Performance Bond may be resubmitted each year on the Contract Anniversary Date for the amount remaining on the contract.

Failure to submit this with the executed contract shall be cause for declaring the contract null and void pursuant to N.J.S.A. 40A:11-22.

4. **Labor and Material Payment Bond-**The successful bidder shall with the delivery of the performance bond submit an executed payment bond to guarantee payment to laborers and suppliers for the labor and material used in the work performed under the contract.

Failure to submit a labor and material bond with the performance bond shall be cause for declaring the contract null and void.

5. **Maintenance Bond-**Upon acceptance of the work by the owner, the contractor shall submit a maintenance bond (N.J.S.A. 40A:11-16.3) in an amount not to exceed 100% of the project costs guaranteeing against defective quality of work or materials for the period of one year.

III. INTERPRETATIONS AND ADDENDA

1. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the owner. The bidder accepts the obligation to become familiar with these specifications.

2. Bidders are expected to examine the specifications and related bid documents with care and observe all their requirements. Ambiguities, errors or omissions noted by bidders should be promptly reported in writing to the appropriate official. Any prospective bidder who wishes to challenge a bid specification shall file such challenges in writing with the contracting agent no less than three business days prior to the opening of the bids. Challenges filed after that time shall be considered void and have no impact on the contracting unit or the award of a contract pursuant to N.J.S.A. 40A:11-13. In the event the bidder fails to notify the owner of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
3. No oral interpretation and or clarification of the meaning of the specifications for any goods and services will be made to any bidder. Such request shall be in writing, addressed to the owner's representative stipulated in the specification. In order to be given consideration, a written request must be received at least three (3) business days prior to the date fixed for the opening of the bid for goods and services.
4. All interpretations, clarifications and any supplemental instructions will be in the form of written addenda to the specifications and will be distributed to all prospective bidders. All addenda so issued shall become part of the specification and bid documents and shall be acknowledged by the bidder in the bid by completing the Acknowledgement of Receipt of Addenda form. The owner's interpretations or corrections thereof shall be final.

Pursuant to N.J.S.A. 40A:11-23(c)(1) when issuing addenda, the owner shall provide required notice prior to the official receipt of bids to any person who has submitted a bid or who has received a bid package. They will be sent from Jmclary@PerthAmboyHA.org. It is recommended that bidders include this address in the recipient email's contact list to ensure it is not routed to a junk email folder.

5. Discrepancies in Bids
 - a. If the amount shown in words and its equivalent in figures do not agree, the written words shall be binding. Ditto marks are not considered writing or printing and shall not be used.
 - b. In the event that there is a discrepancy between the unit prices and the extended totals, the unit prices shall prevail. In the event there is an error of the summation of the extended totals, the computation by the owner of the extended totals shall govern.
6. Optional Pre-Bid Conference If stated in the Notice to Bidders: SEE INTRODUCTION.

IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

1. Brand names and/or descriptions used in these specifications are to acquaint bidders with the types of goods and services desired and will be used as a standard by which goods and services offered as equivalent will be evaluated.
2. When a specification uses "brand name or equivalent," the listed brand name shall serve as a reference or point of comparison for the functional or operational characteristic desired for the good or service being requested. Where a bidder submits an equivalent, it shall be the responsibility of the bidder to document the equivalence claim. Failure to submit such documentation shall be grounds for rejection of the claim of equivalence.
3. In submitting its bid, the bidder certifies that the goods and services to be furnished will not infringe upon any valid patent or trademark and that the successful bidder shall, at its own expense, defend any and all actions or suits charging such infringement, and will save the owner harmless from any damages resulting from such infringement.
4. The contractor shall guarantee any or all goods and services supplied under these specifications. Defective or inferior goods shall be replaced at the expense of the contractor. The contractor will be responsible for return freight or restocking charges.

V. INSURANCE AND INDEMNIFICATION The insurance documents indicated below shall include but are not limited to the following coverages. The successful bidder shall provide coverage so that

all insurance coverage must be in effect no later than 12:01 A.M. EST at the start of the day of the contract and remain in effect for the duration of the contract, including any extensions.

A. INSURANCE REQUIREMENTS

1. **Worker's Compensation Insurance** - Workers Compensation insurance shall be maintained in full force during the life of the contract, covering all employees engaged in performance of the contract pursuant to N.J.S.A. 34:15-12(a) and N.J.A.C. 12:235-1.6.
2. **General Liability Insurance** - General liability insurance shall be provided with limits of not less than \$1,000,000.00 any one person for bodily injury and \$1,000,000.00 aggregate for property damage, and shall be maintained in full force during the life of the contract.
3. **Automobile Liability Insurance** – Automotive Liability insurance covering contractor for claims arising from owned, hired and non-owned vehicles used on the site(s) or in connection therewith for limits of not less than \$500,000.00 for any one person and \$500,000.00 for any one accident for bodily injury and \$500,000.00 each accident for property damage, shall be maintained in full force during the life of the contract.
4. Other forms of insurance required.

B. CERTIFICATES OF THE REQUIRED INSURANCE

Certificates of Insurance for those policies required above shall be submitted with the contract. Such coverage shall be with an insurance company authorized to do business in the State of New Jersey and shall name the Authority and the project engineer / architect as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage. All certificates shall name the Authority and the project engineer / architect as additional insured.

C. INDEMNIFICATION

The contractor shall indemnify and hold harmless the owner, its officers, agents, servants, and employees from all claims, suits or actions, and damages or costs of every name and description to which the owner may be subjected or put by reason of injury to the person or property of another, or the property of the owner, resulting from:

- a. negligent acts or omissions on the part of the contractor, the contractor's agents, servants or subcontractors in the delivery of goods and services, or in the performance of the work under the contract; and,
- b. the use of any copyrighted or copyrighted composition, valid trademark, secret process, patented or unpatented invention or article furnished or used in the performance of this contract.

VI. PRICING INFORMATION FOR PREPARATION OF BIDS

1. The owner is exempt from any local, state or federal sales, use or excise tax. The owner will not pay for N.J. State Sales and Use Tax that are included in any invoices.
2. **Estimated Quantities (Open-End Contracts):** The owner has attempted to identify the item(s) and the estimated amounts of each item bid to cover its requirements; however, past experience shows that the amount ordered may be different than that submitted for bidding. The right is reserved to decrease or increase the quantities specified in the specifications pursuant to N.J.A.C. 5:30-11.2 and 11.10. **NO MINIMUM PURCHASE IS IMPLIED OR GUARANTEED.**

3. Contractor shall be responsible for obtaining any applicable permits or licenses from any government entity that has jurisdiction to require the same. All bids submitted shall have included this cost.
4. Bidders shall insert prices for furnishing goods and services required by these specifications. Prices shall be net, including any charges for packing, crating, containers, etc. All transportation charges shall be fully prepaid by the contractor, F.O.B. destination and placement at locations specified by the owner. As specified, placement may require inside deliveries. No additional charges will be allowed for any transportation costs resulting from partial shipments made for the contractor's convenience.
5. In the event of a public emergency declared at the local, state or federal level prior to the expiration of the contract, if the owner opts to extend terms and conditions of the contract, the contractor agrees to extend the terms and conditions of this specification, whether existing or expiring for no longer than six months, for goods and/or services for the duration of the emergency.

VII. STATUTORY AND OTHER REQUIREMENTS

The following are mandatory requirements of this bid and contract.

1. DOCUMENT CHECKLIST (included herein): Bidder shall complete and sign the Bid Submission Document Checklist and include it in the bid submission. For construction bids, failure to submit the checklist is a fatal defect and the bid will be rejected. This document serves as a guide to bidders of the documents that are required to be submitted with the bid.
2. THE BID FORM (included herein). Failure to submit the bid form shall result in rejection of the bid.
3. THE BID GUARANTEE with a valid Power of Attorney authorizing the Attorney-in Fact to execute the documents Failure to submit a bid guarantee shall result in rejection of the bid.
4. THE CONSENT OF SURETY with a valid Power of Attorney authorizing the Attorney-in-Fact to execute the documents. Failure to submit a Consent of Surety form shall result in rejection of the bid.
5. A SIGNED ACKNOWLEDGEMENT OF RECEIPT OF ADDENDA (included herein)-Bidders shall submit this form whether or not an addendum has been issued. Failure to submit a signed Acknowledgement of Receipt of Addenda shall result in rejection of the bid.
6. BIDDER'S AND SUBCONTRACTORS QUALIFICATIONS (included herein)-All bidders and subcontractors must fill out this form in its entirety. Failure to submit this form for the bidder and each subcontractor shall result in rejection of the bid. See section XIII for more information.
7. LISTING OF SUBCONTRACTORS/SUBCONTRACTOR CERTIFICATION FORM (included herein)-Pursuant to N.J.S.A. 40A:11-16 et. seq., a list of all subcontractors to be used for this project shall be included with the bid, including the subcontractors' business registration certificates. All subcontractors must be licensed to do business in the State of New Jersey. All subcontractors shall be expected, prior to award, to demonstrate sufficient man power and expertise to complete the applicable portion of the project in its entirety. All payments to subcontractors shall be made directly to the subcontractors who shall be expected to submit payroll certifications before payment to the subcontractor is made.

Electrical subcontractors, if applicable, must be licensed electrical contractors recognized by the New Jersey State Board of Electricians, have a current license and business permit and must submit documents proving such status.

All subcontractors not listed in this section shall be properly licensed to do business in the State of New Jersey, and shall submit proof of such licensure.

Failure to submit a listing of subcontractors and certification forms for **each** subcontractor shall result in rejection of the bid.

8. STATEMENT OF OWNERSHIP-N.J.S.A. 52:25-24.2 provide that no business organization, regardless of form of ownership shall be awarded any contract for the performance of any work or the furnishing of any goods and services, unless, **prior to the receipt of the bid or accompanying the bid** of said business organization, bidders shall submit a statement setting forth the names and addresses of all persons and entities that own ten percent or more of its stock or interest of any type at all levels of ownership. The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the ten percent ownership, has been listed.

The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of business organizations, including, but not limited to, corporations and partnerships, publicly-owned corporations, limited partnerships, limited liability corporations, limited liability partnerships, sole proprietorship, and Subchapter S corporations. Failure to submit a disclosure document shall result in rejection of the bid as it cannot be remedied after bids have been opened.

Not-for-profit entities should fill in their name, check the not-for-profit box, and certify the form. No other information is necessary.

9. MANDATORY AFFIRMATIVE ACTION CERTIFICATION-No firm may be issued a contract unless it complies with the affirmative action provisions of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27-1 et seq. as administered by the Division of Purchase & Property Contract Compliance and Audit Unit (Division) and provided below. The contract will include the language included herein.
- a. Goods, Professional Services and General Service Contracts Each contractor shall submit to the public agency, after notification of award but prior to execution of a goods and services contract, one of the following three documents:
- i. A Letter of Federal Approval indicating that the vendor is under an existing federally approved or sanctioned affirmative action program. A copy of the approval letter must be provided by the vendor to the Public Agency and the Division. This approval letter is valid for one year from the date of issuance.
 - ii. A Certificate of Employee Information Report (hereafter "Certificate"), issued in accordance with N.J.A.C. 17:27 et seq. The vendor must provide a copy of the Certificate to the Public Agency as evidence of its compliance with the regulations. The Certificate represents the review and approval of the vendor's Employee Information Report, Form AA-302 by the Division.
 - iii. The successful bidder shall complete an Initial Employee Report, Form AA-302 and submit it to the Division with a check or money order for \$150.00 made payable to "Treasurer, State of NJ" and forward a copy of the Form to the Public Agency. Upon submission and review by the Division, the Report shall constitute evidence of compliance with the regulations

10. NEW JERSEY ANTI-DISCRIMINATION-The contract for this bid shall require that the contractor agrees not to discriminate in employment and agrees to abide by all anti-discrimination laws including but not limited to N.J.S.A. 10:2-1 as included herein.
11. AMERICANS WITH DISABILITIES ACT OF 1990-Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. If awarded the contract, the contractor is required to comply with requirements related to the Americans with Disabilities Act as provided herein. The contractor is obligated to comply with the Act and to hold the owner harmless for any violations committed under the contract.
12. PROOF OF BUSINESS REGISTRATION-Pursuant to N.J.S.A. 52:32-44, the Highlands Housing Authority ("Contracting Agency") is prohibited from entering into a contract with an entity unless the bidder/proposer/contractor, and each subcontractor that is required by law to be named in a bid/proposal/contract has a valid Business Registration Certificate on file with the Division of Revenue and Enterprise Services within the Department of the Treasury.

Prior to contract award or authorization, the contractor shall provide the Contracting Agency with its proof of business registration and that of any named subcontractor(s). Subcontractors named in a bid or other proposal shall provide proof of business registration to the bidder, who in turn, shall provide it to the Contracting Agency prior to the time a contract, purchase order, or other contracting document is awarded or authorized.

During the course of contract performance:

- a. the contractor shall not enter into a contract with a subcontractor unless the subcontractor first provides the contractor with a valid proof of business registration.
- b. the contractor shall maintain and submit to the Contracting Agency a list of subcontractors and their addresses that may be updated from time to time.
- c. the contractor and any subcontractor providing goods or performing services under the contract, and each of their affiliates, shall collect and remit to the Director of the Division of Taxation in the Department of the Treasury, the use tax due pursuant to the Sales and Use Tax Act, (N.J.S.A. 54:32B-1 et seq.) on all sales of tangible personal property delivered into the State. Any questions in this regard can be directed to the Division of Taxation at (609)292-6400. Form NJ-REG can be filed online at www.state.nj.us/treasury/revenue/busregcert.shtml.

Before final payment is made under the contract, the contractor shall submit to the Contracting Agency a complete and accurate list of all subcontractors used and their addresses.

Pursuant to N.J.S.A. 54:49-4.1, a business organization that fails to provide a copy of a business registration as required, or that provides false business registration information, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000, for each proof of business registration not properly provided under a contract with a contracting agency.

Emergency Purchases or Contracts

For purchases of an emergent nature, the contractor shall provide its Business Registration Certificate within two weeks from the date of purchase or execution of the contract or prior to payment for goods or services, whichever is earlier.

13. DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN-N.J.S.A. 52:32-55 prohibits State and local public contracts with persons or entities engaging in certain investment activities in energy or finance sectors of Iran. Bidders must indicate if they comply with the law by certifying

the form. Pursuant to N.J.S.A. 40A:11-2.1 the owner is required to notify the New Jersey Attorney General if it determines a false certification has been submitted.

14. AMERICAN GOODS AND PRODUCTS RO BE USED WHERE POSSIBLE-Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
15. NON-COLLUSION AFFIDAVIT-The Affidavit shall be properly executed and submitted with the bid proposal.
16. NEW JERSEY WORKER AND COMMUNITY RIGHT TO KNOW ACT-The manufacturer or supplier of chemical substances or mixtures shall label them in accordance with the N.J. Worker and Community Right to Know Law (N.J.S.A. 34:5A-1 et seq., and N.J.A.C 8:59-1.1 et seq.,). All direct use containers shall bear a label indicating the chemical name(s) and Chemical Abstracts Service number(s) of all hazardous substances in the container, and all other substances which are among the five most predominant substances in the container, or their trade secret registry number(s) pursuant to N.J.A.C. 8:59-5. "Container" means a receptacle used to hold a liquid, solid or gaseous substance such as bottles, bags, barrels, cans, cylinders, drums and cartons. (N.J.A.C. 8:59-1.3). Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished. All containers which are stored at an owner's facilities by the contractor or subcontractors shall display RTK labeling. Vendors with questions concerning labeling should contact the New Jersey Department of Health and Senior Services Right to Know Program for assistance in developing proper labels. www.nj.gov/health/workplacehealthandsafety/right-to-know/
17. PREVAILING WAGE ACT-Pursuant to N.J.S.A. 34:11-56.25 et seq., contractors on projects for public work shall adhere to all requirements of the New Jersey Prevailing Wage Act. The contractor shall be required to submit a certified payroll record to the owner within ten (10) days of the payment of the wages. In the event it is found that any worker, employed by the contractor or any subcontractor has been paid a rate of wages less than the prevailing wage required to be paid, the owner may terminate the contractor's or subcontractor's right to proceed with the work, or such part of the work as to which there has been a failure to pay required wages and the contractor and subcontractor then be required to continue the work to completion or otherwise.

The contractor is also responsible for obtaining and submitting all subcontractors' certified payroll records within the aforementioned time period. The contractor shall submit said certified payrolls in the form set forth in N.J.A.C. 12:60- 6.1(c). It is the contractor's responsibility to obtain any additional copies of the certified payroll form to be submitted by contacting the New Jersey Department of Labor and Workforce Development, Division of Workplace Standards.

The Contractor shall be responsible for maintaining payroll records and must make such records available to the PHA, on request. The Contractor may use form WH-347 available online or by request to the Authority.

18. PUBLIC WORKS CONTRACTOR REGISTRATION ACT-N.J.S.A. 34:11-56.48 et seq. requires that a general or prime contractor and any listed subcontractors named in the contractor's bid proposal shall possess a certificate at the time the bid proposal is submitted. After bid proposals are received and prior to award of contract, the successful contractor shall submit a copy of the contractor's certification along with those of all listed subcontractors. All non-listed subcontractors and lower tier sub-subcontractors shall be registered prior to starting work on the project. It is the general contractor's responsibility that all non-listed subcontractors at any tier have their certificate prior to starting work on the job.

Under the law a "contractor" is "a person, partnership, association, joint stock company, trust, corporation or other legal business entity or successor thereof who enters into a contract" which is subject to the provisions of the New Jersey Prevailing Wage Act [N.J.S.A. 34:11-56.25, et seq.] It applies to contractors based in New Jersey or in another state.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The form is available online at www.state.nj.us/labor/lasse/lspubcon.html.

N.J.S.A. 34:11-56.55 specifically prohibits accepting applications for registration as a substitute for a certificate of registration.

19. EQUIPMENT CERTIFICATION Bidder shall certify on the Equipment Certification form that they control or have access to equipment necessary to do the required work if awarded the contract. If the bidder does not own or lease the equipment, a certification from the owner of the equipment that the bidder will have access to the equipment is required with the bid. (N.J.S.A. 40:11-20).
20. REFERENCES-Submit at least three references.

VIII. METHOD OF CONTRACT AWARD - One contract for the work shall be awarded to the lowest responsive, responsible bidder. Pursuant to requirements of N.J.A.C. 5:30-5.1 et seq., any contract resulting from this bid shall be subject to the availability and appropriation of sufficient funds annually. Please see Section X, Termination of Contract, Sub-section E, for additional information.

If the award is to be made on the basis of a base bid only, it shall be made to that responsible bidder submitting the lowest base bid.

If the award is to be made on the basis of a combination of a base bid with selected options, it shall be made to that responsible bidder submitting the lowest net bid.

The owner may also elect to award the contract on the basis of unit prices.

The form of contract shall be submitted by the owner to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the owner; material exceptions shall not be approved.

Successful bidder/respondent shall complete W-9 Form and submit to the owner prior to contract award. The form is available at the following link: www.irs.gov/pub/irs-pdf/fw9.

After the contract has been awarded, but before any work is started against the contract, the Contract Administrator shall conduct an orientation conference with the Contractor and appropriate representatives of the Authority. The purpose of the orientation conference is to aid both Authority and Contractor personnel to achieve a clear and mutual understanding of general contract requirements. However, this conference shall not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract.

In the rare event of equal bids, where two or more low bids are considered equal in all respects (including the evaluation of qualifications by the Authority's architect), the award will be decided by drawing lots in the presence of the bidders who submitted the tie bids.

If the post-award orientation is held, the Contract Administrator will provide specific details regarding the date, time, and location of the conference, and information regarding the items/topics to be discussed.

After the contract has been awarded, the Authority may at its sole discretion assign the contract, in whole or in part, to an affiliate or instrumentality of the Authority or an entity controlled by the Authority, its affiliate, or its instrumentality. Assignment of the contract by the Authority does not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract. The Authority's right to assign the contract is unilateral and does not create any assignment rights for the Contractor.

IX. CAUSES FOR REJECTING BIDS

- A. All bids pursuant to N.J.S.A. 40A:11-13.2;
- B. If more than one bid is received from an individual, firm or partnership, corporation or association under the same name;
- C. Multiple bids from an agent representing competing bidders;
- D. The bid is inappropriately unbalanced;
- E. The bidder is determined to possess, pursuant to N.J.S.A. 40A:11-4b, Prior Negative Experience; or,
- F. If the successful bidder fails to enter into a contract within 21 days, Sundays and holidays excepted, or as otherwise agreed upon by the parties to the contract. In this case at its option, the owner may accept the bid of the next lowest responsible bidder. (N.J.S.A. 40A:11-24b)

X. TERMINATION OF CONTRACT

- A. If, through any cause, the contractor shall fail to fulfill in a timely and proper manner obligations under the contract or if the contractor shall violate any of the requirements of the contract, the owner shall there upon have the right to terminate the contract by giving written notice to the contractor of such termination and specifying the effective date of termination. Such termination shall relieve the owner of any obligation for balances to the contractor of any sum or sums set forth in the contract. Owner will pay only for goods and services accepted prior to termination.
- B. Notwithstanding the above, the contractor shall not be relieved of liability to the owner for damages sustained by the owner by virtue of any breach of the contract by the contractor and the owner may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the owner from the contractor is determined.
- C. The contractor agrees to indemnify and hold the owner harmless from any liability to subcontractors/suppliers concerning payment for work performed or goods supplied arising out of the lawful termination of the contract by the owner under this provision.
- D. In case of default by the contractor, the owner may procure the goods or services from other sources and hold the contractor responsible for any excess cost.
- E. Continuation of the terms of the contract beyond the fiscal year is contingent on availability of funds in the following year's budget. In the event of unavailability of such funds, the owner reserves the right to cancel the contract.

- F. It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, novation, merger, sale and or/transfer or by any means convey his/her interest(s) to another party, all obligations are transferred to that new party. In this event, the new owner(s) will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Owner.
- G. The contractor will not assign any interest in the contract and shall not transfer any interest in the same without the prior written consent of the owner.
- H. The owner may terminate the contract for convenience by providing 60 calendar days advanced notice to the contractor.
- I. The contractor shall maintain all documentation related to products, transactions or services under this contract for a period of five years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request.
- J. For contracts that exceed one year, each fiscal year payment obligation of the owner is conditioned upon the availability of owner funds appropriated or allocated for the payment of such an obligation. If funds are not allocated and available for the continuance of any services performed by the bidder awarded the contract (contractor) hereunder, whether in whole or in part, the owner at the end of any particular fiscal year may terminate such services. The owner will notify the contractor in writing immediately of any services that will be affected by a shortage of appropriated funds. This provision shall not be construed so as to permit the owner to terminate the contract during the term, or any service hereunder, merely in order to acquire identical services from another contractor.
- K. Neither party shall be responsible for any resulting loss or obligation to fulfill duties as specified in any of the terms or provisions of a contract if the fulfillment of any term or provision of the contract is delayed or prevented by any revolutions, insurrections, riots, wars, acts of enemies, national emergencies, strikes, floods, fires, acts of God, or by any cause not within the control of the party whose performance is interfered with and unable to prevent. Additionally, if the fulfillment of any of the terms and provisions of the contract is delayed or prevented by any court order, or action or injunction or other such agreement, the contract shall become voidable by the owner by notice to the parties.

XI. PAYMENT - The Bid Breakdown included herein shall be completed in its entirety and submitted by the bidder. Requests for periodic payments to the contractors shall be discussed before the award of the contract.

- a. No payment will be made unless duly authorized by the owner's authorized representative and accompanied by proper documentation.
- b. Payment will be made in accordance with the owner's policy and procedures. Invoices shall specify, in detail, the period for which payment is claimed, the services performed during the prescribed period, the amount claimed and correlation between the services claimed and this proposal.
- c. The owner may withhold all or partial payments on account of subsequently discovered evidence including but not limited to the following:
 1. Deliverables not complying with the project specification;
 2. Claims filed or responsible evidence indicating probability of filing claims;
 3. A reasonable doubt that the contract can be completed for the balance then unpaid.

When the above grounds are removed, payment shall be made for amounts withheld because of them.

- d. Public funds may be used to pay only for goods delivered or services rendered. The owner shall not pay penalties and/or interest on overdue bills unless otherwise required by law. No

employee is authorized to sign a letter of credit or any other document that represents a legal commitment on the part of the owner to pay additional fees.

XII. OTHER PROVISIONS

- a. Both parties agree to comply with all requirements of the Federal Health Insurance Portability and Accountability Act of 1996 ("HIPAA") as maybe amended from time to time, and the corresponding HIPAA regulations for the confidentiality and security of medical information. If awarded the bid, the contractor shall:
 1. Not use or disclose protected health information other than as permitted or required by law
 2. Use appropriate safeguards to protect the confidentiality of the information
 3. Report any use or disclosure not permitted

The contractor, by execution of the contract, shall thereby indemnify and hold the owner harmless from any and all liabilities, claims, actions, costs and penalties which may be incurred as the result of the failure of the contractor to comply with the requirements of the Health Insurance Portability and Accountability Act (HIPAA) or any other statute or case law protecting the privacy of persons using its services.

- b. The owner shall retain all of its rights and interest in any and all documents and property both hard copy and digital furnished by the owner to the successful bidder (contractor) for the purpose of assisting the contractor in the performance of this contract. None of the documents and/or property shall, without the written consent of the owner, be disclosed to others or used by the contractor or permitted by the contractor to be used by their parties at any time except in the performance of the resulting contract.

The contractor shall not have the right to use, sell, or disclose the total of the interim or final work products, or make available to third parties, without the prior written consent of the owner. Any information supplied to the owner may be required to be supplied on CD/DVD or USB flash drive media compatible with Microsoft Windows, and Microsoft Office Suite 2010 or greater.

- c. Under state and federal statutes, certain government records are protected from public disclosure. The owner, the contractor and any subcontractors have a responsibility and an obligation to safeguard from public access an employee's personal information with which it has been entrusted when disclosure thereof would violate the employee's reasonable expectation of privacy. All payroll, personnel and health insurance related files are confidential. Additionally, the contractor and any subcontractors may be privy to sensitive law enforcement information or investigations during their review which must remain confidential. The owner retains the right to make any public disclosure under the law. Also, among government records deemed confidential are administrative or technical information regarding computer hardware, software and networks that, if disclosed, would jeopardize computer security. The contractor and any subcontractor(s) are prohibited from the sale or distribution of all supplied information to any third party.
- d. Proof of licensure for any activity regulated by the State of New Jersey and required to do the work required under this specification, for either the firm or the person responsible for the work, shall be provided as required by the owner.
- e. Change Orders: If, during the course of work, the Contractor encounters unforeseen conditions which impact the work and which could not initially be evaluated, the Contractor shall not proceed without written authorization from an authorized Authority representative. If price is affected, the Contractor and the Authority must agree upon a change order which states an agreement between the Contractor and the Authority for:

1. A change in work
2. The amount of the adjustment in Contract Sum
3. The amount of the adjustment in Contract Time

Once the change order has been approved and properly procured, Contractor will receive written authorization to continue. A sample Change Order Authorization Form is included herein for review.

XIII. QUALIFICATIONS

- a. Prospective bidders and all subcontractors shall complete the Bidder's or Sub-Contractor's Qualifications questionnaire included herein. Steps shall be taken as deemed necessary to determine the ability of the bidders to perform the obligations under the Contract and the bidder shall furnish to the Authority with such information and data for this purpose as the Authority may request. The right is reserved to reject any proposal where the investigation of the evidence does not satisfy the Authority that the bidder is qualified to properly carry out the terms of the Contract.
- b. General Contractor must list (where applicable) with their bid all subcontractors who will actually be used for:
 - (a) Plumbing and Gas fitting of all kindred work.
 - (b) Steam and hot water heating and ventilating apparatus and all kindred work.
 - (c) Electrical Work
 - (d) Structural Steel and Ornamental Iron Work
- c. In addition to the requirements stated above, the General Contractor:
 - (a) Must be prepared to demonstrate that each of the listed subcontractors is qualified to perform the specific work for which they are listed in the bid. Each subcontractor must submit with the bid the Bidder's or Sub-Contractor's Qualifications questionnaire included herein.
 - (b) Must provide evidence of performance security for each subcontractor with the bid. The evidence or performance security shall, for the purpose of statutory and administrative compliance, consist of documents (such as a consent of surety) issued by a qualified surety company. Evidence of performance security may be supplied by the General Contractor on its own behalf and on behalf of any or all of its listed subcontractors, or by the respective listed subcontractors themselves, or by any combination thereof which results in evidence of performance security equaling the total amount of bid.
 - (c) May not substitute unlisted subcontractors, or use subcontractors if they are not identified in bid, following award of the contract.
 - (d) Will be held strictly accountable for proper and timely performance of work by their designated subcontractors. In the event of award, such General Contractor shall furnish the Authority with a true copy of a performance bond contract.
 - (e) The attention of all bidders is directed to the provisions of New Jersey Statutes 40A:11-16.
 - (f) All Bidders who intend to use 'in house plumbers' to perform the plumbing work on the contract, are directed to the provisions of New Jersey Statutes 45:14C-21; New Jersey Statutes 45:14C-21; and New Jersey Administrative Code 13:32-1.5(A)(2). These provisions limit and restrict the ability of a licensed master plumber to be utilized as a company employee and apply for a plumbing permit, unless that plumber holds not less than 10% of the issued corporate stock, or 10% of the partnership capital of a partnership. You are advised that the Authority is required to insist upon full compliance with these State regulations.
 - (g) In the event the General Contractor will perform work specified in paragraph B (a)(b)(c)(d) (Plumbing/Gas; HVAC; Electrical; Structural Steel/Ornamental Iron) with its own salaried non-subcontracted work force, then the General Contractor must so designate itself on bidding documents, and furnish the Authority prior to award of the contract with required information establishing qualifications in such trade(s).
 - (h) The General Contractor is advised that once they advise the Authority in their bid documents, they will perform the designated trade(s) with their own salaried force, they will not later be permitted to perform same by subcontractor or otherwise.

Thank you for your interest!

INVITATION FOR BID

PUBLIC NOTICE

Housing Authority of the Borough of Highlands

Entry Stoop Replacements at Jennie Parker Manor

The Housing Authority of the Borough of Highlands (Authority) will receive sealed bids for the demolition and replacement of the existing rear entry masonry stoops at Jennie Parker Manor, **the bid form includes Add Alternate 1 (no guarantee we will award the Alternate 1)**, a garden style apartment complex located at 121 Waterwitch Street in Highlands, NJ, 07732 as per the Technical Specifications and Drawings included in the Contract Documents.

Sealed bids will be received until 10:00 a.m. prevailing time on Wednesday, October 9, 2024 at the Authority offices, 215 Shore Drive, Highlands, NJ 07732, at which time all bids will be publicly opened and read aloud.

A **Pre-bid meeting** is not required. Site visits will be by appointments only. Interested parties should email Reneed@highlandsha.org to make an appointment to visit the site. Bidding documents may be obtained at no cost at the Authority website at www.HighlandsHA.org. Bidders are urged to check back often for addenda. Bidders must be registered with the New Jersey Department of Treasury, Division of Revenue and with the New Jersey Department of Labor as a Public Works contractor at the time the bids are received. The Authority does not discriminate on the basis of race, religion, sex, national origin, creed, color, ancestry, age, marital status, affectional or sexual orientation, familial status, liability for service in the Armed Forces of the United States, or nationality. The Authority invites the participation of and Minority-Owned Business Enterprises in this solicitation and reserves the right to reject any or all bids or to waive any informality in bidding. Attention of bidders is particularly called to the requirements as to conditions of employment to be observed and minimum wage rates to be paid under the contract.

The above and all other contract and bid requirements are described in the contract documents.

Advertised 9/24/24 and 10/1/24 in the Asbury Park Press

MANDATORY EQUAL EMPLOYMENT OPPORTUNITY LANGUAGE
N.J.S.A. 10:5-31 et seq. (P.L. 1975, C. 127)
N.J.A.C. 17:27

CONSTRUCTION CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Except with respect to affectional or sexual orientation and gender identity or expression, the contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex. Such action shall include, but not be limited to the following: employment, up-grading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer, pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

When hiring or scheduling workers in each construction trade, the contractor or subcontractor agrees to make good faith efforts to employ minority and women workers in each construction trade consistent with the applicable employment goal prescribed by N.J.A.C. 17:27-7.3; provided, however, that the Division may, in its discretion, exempt a contractor or subcontractor from compliance with the good faith procedures prescribed by the following provisions, A, B and C, as long as the Division is satisfied that the contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Division, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the applicable employment goal established in accordance with N.J.A.C. 17:27-7.3. The contractor or subcontractor agrees that a good faith effort shall include compliance with the following procedures:

(A) If the contractor or subcontractor has a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor shall, within three business days of the contract award, seek assurances from the union that it will cooperate with the contractor or subcontractor as it fulfills its affirmative action obligations under this contract and in accordance with the rules promulgated by the Treasurer pursuant to

N.J.S.A. 10:5-31 et. seq., as supplemented and amended from time to time and the Americans with Disabilities Act. If the contractor or subcontractor is unable to obtain said assurances from the construction trade union at least five business days prior to the commencement of construction work, the contractor or subcontractor agrees to attempt to hire or schedule minority and women workers directly, consistent with the applicable employment goal. If the contractor's or subcontractor's prior experience with a construction trade union, regardless of whether the union has provided said assurances, indicates a significant possibility that the trade union will not refer sufficient minority and women workers consistent with the applicable employment goal, the contractor or subcontractor agrees to be prepared to hire or schedule minority and women workers directly, consistent with the applicable employment goal, by complying with the hiring or scheduling procedures prescribed under (B) below; and the contractor or subcontractor further agrees to take said action immediately if it determines or is so notified by the Division that the union is not referring minority and women workers consistent with the applicable employment goal.

(B) If the hiring or scheduling of a workforce consistent with the employment goal has not or cannot be achieved for each construction trade by adhering to the procedures of (A) above, or if the contractor does not have a referral agreement or arrangement with a union for a construction trade, the contractor or subcontractor agrees to take the following actions consistent with the applicable county employment goals:

(1) To notify the public agency compliance officer, the Division, and minority and women referral organizations listed by the Division pursuant to N.J.A.C. 17:27-5.3, of its workforce needs, and request referral of minority and women workers;

(2) To notify any minority and women workers who have been listed with it as awaiting available vacancies;

(3) Prior to commencement of work, to request that the local construction trade union refer minority and women workers to fill job openings, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade;

(4) To leave standing requests for additional referral to minority and women workers with the local construction trade union, provided the contractor or subcontractor has a referral agreement or arrangement with a union for the construction trade, the State Training and Employment Service and other approved referral sources in the area until such time as the workforce is consistent with the employment goal;

(5) If it is necessary to lay off some of the workers in a given trade on the construction site, to assure, consistent with the applicable State and Federal statutes and court decisions, that sufficient minority and women employees remain on the site consistent with the employment goal; and to employ any minority and women workers laid off by the contractor on any other construction site on which its workforce composition is not consistent with an employment goal established pursuant to rules implementing N.J.S.A. 10:5-31 et. seq.;

(6) To adhere to the following procedure when minority and women workers apply or are referred to the contractor or subcontractor:

(i) If said individuals have never previously received any document or certification signifying a level of qualification lower than that required in order to perform the work of the construction trade, the contractor or subcontractor shall determine the qualifications of such individuals and if the contractor's or subcontractor's workforce in each construction trade is not consistent with the applicable employment goal, it shall hire or schedule those individuals who satisfy appropriate qualification standards. However, a contractor or subcontractor shall determine that the individual at least possesses the requisite skills, and experience recognized by a union, apprentice program or a referral agency, provided the referral agency is acceptable to the Division. If necessary, the contractor or subcontractor shall hire or schedule minority and women workers who

qualify as trainees pursuant to these rules. All of the requirements, however, are limited by the provisions of (C) below.

(ii) If the contractor's or subcontractor's workforce is consistent with the applicable employment goal, the name of any interested women or minority individual shall be maintained on a waiting list for the first consideration, in the event the contractor's or subcontractor's workforce is no longer consistent with the applicable employment goal.

(iii) If, for any reason, said contractor or subcontractor determines that a minority individual or a woman is not qualified or if the individual qualifies as an advanced trainee or apprentice, the contractor or subcontractor shall inform the individual in writing of the reasons for the determination, maintain a copy of the determination in its files, and send a copy to the public agency compliance officer and to the Division.

(7) To keep a complete and accurate record of all requests made for the referral of workers in any trade covered by the contract, on forms made available by the Division and submitted promptly to the Division upon request.

(C) The contractor or subcontractor agrees that nothing contained in (B) above shall preclude the contractor or subcontractor from complying with the union hiring hall or apprenticeship policies in any applicable collective bargaining agreement or union hiring hall arrangement, and, where required by custom or agreement, it shall send journeymen and trainees to the union for referral, or to the apprenticeship program for admission, pursuant to such agreement or arrangement. However, where the practices of a union or apprenticeship program will result in the exclusion of minorities and women or the failure to refer minorities and women consistent with the county employment goal, the contractor or subcontractor shall consider for employment persons referred pursuant to (B) above without regard to such agreement or arrangement; provided further, however, that the contractor or subcontractor shall not be required to employ women and minority advanced trainees and trainees in numbers which result in the employment of advanced trainees and trainees as a percentage of the total workforce for the construction trade, which percentage significantly exceeds the apprentice to journey worker ratio specified in the applicable collective bargaining agreement, or in the absence of a collective bargaining agreement, exceeds the ratio established by practice in the area for said construction trade. Also, the contractor or subcontractor agrees that, in implementing the procedures of (B) above, it shall, where applicable, employ minority and women workers residing within the geographical jurisdiction of the union.

After notification of award, but prior to signing a construction contract, the contractor shall submit to the public agency compliance officer and the Division an initial project workforce report (Form AA 201) provided to the public agency by the Division for distribution to and completion by the contractor, in accordance with N.J.A.C. 17:27-7. The contractor also agrees to submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of this contract to the Division and to the public agency compliance officer.

The contractor agrees to cooperate with the public agency in the payment of budgeted funds, as is necessary, for on-the-job and/or off-the-job programs for outreach and training of minorities and women.

(D) The contractor and its subcontractors shall furnish such reports or other documents to the Division of Contract Compliance & EEO as may be requested by the Division from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Division of Contract Compliance & EEO for conducting a compliance investigation pursuant to **Subchapter 10 of the Administrative Code (NJAC 17:27)**.

AMERICANS WITH DISABILITIES ACT OF 1990
Equal Opportunity for Individuals with Disability

The contractor and the Highlands Housing Authority, (hereafter "owner") do hereby agree that the provisions of Title 11 of the Americans With Disabilities Act of 1990 (the "Act") (42 U.S.C. S121 01 et seq.), which prohibits discrimination on the basis of disability by public entities in all services, programs, and activities provided or made available by public entities, and the rules and regulations promulgated pursuant there unto, are made a part of this contract. In providing any aid, benefit, or service on behalf of the owner pursuant to this contract, the contractor agrees that the performance shall be in strict compliance with the Act. In the event that the contractor, its agents, servants, employees, or subcontractors violate or are alleged to have violated the Act during the performance of this contract, the contractor shall defend the owner in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the owner, its agents, servants, and employees from and against any and all suits, claims, losses, demands, or damages, of whatever kind or nature arising out of or claimed to arise out of the alleged violation. The contractor shall, at its own expense, appear, defend, and pay any and all charges for legal services and any and all costs and other expenses arising from such action or administrative proceeding or incurred in connection therewith. In any and all complaints brought pursuant to the owner's grievance procedure, the contractor agrees to abide by any decision of the owner which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the owner, or if the owner incurs any expense to cure a violation of the ADA which has been brought pursuant to its grievance procedure, the contractor shall satisfy and discharge the same at its own expense.

The owner shall, as soon as practicable after a claim has been made against it, give written notice thereof to the contractor along with full and complete particulars of the claim, If any action or administrative proceeding is brought against the owner or any of its agents, servants, and employees, the *owner shall* expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the owner or its representatives.

It is expressly agreed and understood that any approval by the owner of the services provided by the contractor pursuant to this contract will not relieve the contractor of the obligation to comply with the Act and to defend, indemnify, protect, and save harmless the owner pursuant to this paragraph.

It is further agreed and understood that the owner assumes no obligation to indemnify or save harmless the contractor, its agents, servants, employees and subcontractors for any claim which may arise out of their performance of this Agreement. Furthermore, the contractor expressly understands and agrees that the provisions of this indemnification clause shall in no way limit the contractor's obligations assumed in this Agreement, nor shall they be construed to relieve the contractor from any liability, nor preclude the owner from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

NEW JERSEY ANTI-DISCRIMINATION PROVISIONS N.J.S.A. 10:2-1 ET SEQ.

Pursuant to N.J.S.A. 10:2-1, if awarded a contract, the contractor agrees that:

a. In the hiring of persons for the performance of work under this contract or any subcontract hereunder, or for the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under this contract, no contractor, nor any person acting on behalf of such contractor or subcontractor, shall, by reason of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex, discriminate against any person who is qualified and available to perform the work to which the employment relates;

b. No contractor, subcontractor, nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee engaged in the performance of work under this contract or any subcontract hereunder, or engaged in the procurement, manufacture, assembling or furnishing of any such materials, equipment, supplies or services to be acquired under such contract, on account of race, creed, color, national origin, ancestry, marital status, gender identity or expression, affectional or sexual orientation or sex;

c. There may be deducted from the amount payable to the contractor by the contracting public agency, under this contract, a penalty of \$50.00 for each person for each calendar day during which such person is discriminated against or intimidated in violation of the provisions of the contract; and

d. This contract may be canceled or terminated by the contracting public agency, and all money due or to become due hereunder may be forfeited, for any violation of this section of the contract occurring after notice to the contractor from the contracting public agency of any prior violation of this section of the contract.

PROVISIONS CONCERNING CHANGED CONDITIONS IN CONSTRUCTION CONTRACTS (N.J.S.A. 40A:11-16.7)

- (1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
- (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
- (3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.
- (4) (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
(b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
(c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.
- (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) (a) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.
(b) A contract subject to this section shall include the following suspension of work provisions:
 - (1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
 - (2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days, due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled

to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

(3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(4) (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension. Page 39

(5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

c. A contract subject to this section shall include the following change in character of work provisions:

(1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.

(2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.

(3) (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.

(b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to

pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both. d. A contract subject to this section shall include the following change in quantity provisions:

(1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.

(2) (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.

(b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

(3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.

(4) (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.

(b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

(5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed".

**Model Public Works Bid Specification Language
Withdrawal of Bid
(N.J.S.A. 40A:11-23.3)**

Permission for Bidder to Withdraw a Bid Due to a Mistake in Certain Circumstances

N.J.S.A. 40A:11-23.3 authorizes a bidder to request withdrawal of a public works bid due to a mistake on the part of the bidder. A mistake is defined by N.J.S.A. 40A:11-2(42) as a clerical error that is an **unintentional and substantial computational error or an unintentional omission of a substantial quantity of labor, material, or both, from the final bid computation.**

A bidder claiming a mistake under N.J.S.A. 40A:11-23.3 must submit a request for withdrawal, **in writing**, by certified or registered mail to:

Douglas G. Dzema, Executive Director
215 Shore Drive
Highlands, NJ 07732

The bidder must request withdrawal of a bid due to a mistake, as defined by the law, within five business days after the receipt and opening of the bids. Since the bid withdrawal request shall be effective as of the postmark of the certified or registered mailing, the Purchasing Agent may contact all bidders, after bids are opened, to ascertain if any bidders wish to, or already have exercised a request to withdraw their bid pursuant to N.J.S.A. 40A:11-23.3.

A bidder's request to withdraw the bid **shall** contain evidence, including any pertinent documents, demonstrating that a mistake was made. Such documents and relevant written information shall be reviewed and evaluated by the public owner's designated staff pursuant to the statutory criteria of N.J.S.A. 40A:11-23.3.

The public owner will not consider any written request for a bid withdrawal for a mistake, as defined by N.J.S.A. 40A:11-2(42), by a bidder in the preparation of a bid proposal unless the postmark of the certified or registered mailing is within the five business days following the opening of bids.

Form of Bid

Entry Stoop Replacements for Apartments at Jennie Parker Manor

I have received the Contract Documents entitled "Entry Stoop Replacements for Apartments at Jennie Parker Manor" issued by the Housing Authority of the Borough of Highlands, New Jersey. I have examined all parts of the Documents, including federal, state and local requirements, and all Addenda. I have visited the site and have clear understanding of the Scope of Work for which I submit the following bid.

In submitting this bid, I agree:

To hold my bid open for **sixty (60)** days after bid opening.

1. To enter into and execute a contract, if awarded on the basis of this bid, and to furnish insurance and other requirements as stated and required in the Contract Documents.
2. To accomplish the work in accordance with the requirements of the Contract Documents.
3. To complete the work on time and to the quality required in the Contract Documents.

NOTE: Base Price is for **all** work to be completed as shown on the Drawings. Low bidder will be determined based on the lowest responsive and responsible Base Price bid. Should the Authority not have sufficient funds to undertake all work bid under the Base Price, a Contract may be awarded to the low bidder, as determined below. All amounts shall be indicated in both words and numbers. In case of a discrepancy, the words will govern.

BASE PRICE BID - All work shown on the Drawings for Apartment B1 only and in the Specifications the sum of:

_____ dollars and _____ cents (\$ _____ . _____)
Words *Numbers*

ADD ALTERNATE 1 PRICE BID - All work shown on the Drawings for Apartment B6 and in the Specifications the sum of:

(No guarantee we will award the Alternate 1)

_____ dollars and _____ cents (\$ _____ . _____)
Words *Numbers*

The undersigned acknowledges to have familiarized himself/herself/themselves with local conditions affecting the cost of the work, and with all documents pertaining to these Contract Documents.

Signature

Contact Print Name / Title

Company Name of Bidder

Federal ID#

Street Address

City, State - Zip Code

Telephone Number / Fax Number / Email Address

Highlands Entry Stoop Replacement IFB 2024

AFFIRMATIVE ACTION COMPLIANCE NOTICE

N.J.S.A. 10:5-31 and N.J.A.C. 17:27

GOODS AND SERVICES CONTRACTS (INCLUDING PROFESSIONAL SERVICES)

This form is a summary of the successful bidder's requirement to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

The successful bidder shall submit to the public agency, after notification of award but prior to execution of this contract, one of the following three documents as forms of evidence:

a. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

b. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

c. A photocopy of an Employee Information Report (Form AA302) provided by the Division and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

The successful vendor may obtain the Affirmative Action Employee Information Report (AA302) from the contracting unit during normal business hours.

The successful vendor(s) must submit the copies of the AA302 Report to the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division). The Public Agency copy is submitted to the public agency, and the vendor copy is retained by the vendor.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27 and agrees to furnish the required forms of evidence.

The undersigned vendor further understands that his/her bid shall be rejected as non-responsive if said contractor fails to comply with the requirements of N.J.S.A. 10:5-31 and N.J.A.C. 17:27.

COMPANY: _____ SIGNATURE: _____

PRINT NAME: _____ TITLE: _____ DATE: _____

Housing Authority of the Borough of Highlands

STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25-24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization: _____

Organization Address: _____

Part I Check the box that represents the type of business organization:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

Part II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be. **(COMPLETE THE LIST BELOW IN THIS SECTION)**

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

Part III DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS, PARTNERS OR LLC MEMBERS LISTED IN PART II

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. **Attach additional sheets if more space is needed.**

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every non-corporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

Part IV Certification

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the Housing Authority of the Borough of Highlands is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with government agencies to notify the government agency in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the government agency to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

NON-COLLUSION AFFIDAVIT

State of New Jersey
County of Middlesex

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full age, being duly
sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid
entitled _____, and that I executed the said proposal with
(title of bid proposal)
full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any
collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named
project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with
full knowledge that the _____ relies upon the truth of the statements contained in said
(name of contracting unit)

Proposal and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract
upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide
employees or bona fide established commercial or selling agencies maintained by

Subscribed and sworn to before me this day _____
Date

Signature

(Type or print name of affiant under signature)

Notary public of _____

My Commission expires _____

(Seal)

Housing Authority of the Borough of Highlands

ACKNOWLEDGMENT OF RECEIPT OF ADDENDA

The undersigned Bidder hereby acknowledges receipt of the following Addenda:

<u>Addendum Number</u>	<u>Dated</u>	<u>Acknowledge Receipt</u> (initial)
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

No addenda were received:

Acknowledged for: _____
(Name of Bidder)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type)

Title: _____

Date: _____



**STATE OF NEW JERSEY
DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY**

**33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230**

DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

BID SOLICITATION #: _____

VENDOR/BIDDER: _____

PART 1

CERTIFICATION

**VENDOR/BIDDER MUST COMPLETE PART 1 BY CHECKING ONE OF THE BOXES
FAILURE TO CHECK ONE OF THE BOXES WILL RENDER THE PROPOSAL NON-RESPONSIVE**

Pursuant to Public Law 2012, c. 25, any person or entity that submits a bid or proposal or otherwise proposes to enter into a contract with the State of New Jersey must complete the certification below to attest, under penalty of perjury, that neither the person nor entity, nor any of its parents, subsidiaries or affiliates is identified on the Department of the Treasury's Chapter 25 list as a person or entity engaged in investment activities in Iran found on the Division's website at <http://www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf>. Vendors/Bidders must complete the below certification. **Failure to complete the certification will render a Vendor's/Bidder's proposal non-responsive.** If the Division of Purchase and Property finds a person or entity to be in violation of the law, s/he shall take action as provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, seeking default and seeking debarment or suspension of the party.

CHECK THE APPROPRIATE BOX

- A. I certify, pursuant to Public Law 2012, c. 25, that neither the Vendor/Bidder listed above nor any of its subsidiaries, or affiliates is listed on the N.J. Department of the Treasury's list of entities determined to be engaged in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). Disregard Part 2 and complete and sign the Certification below.
- OR**
- B. I am unable to certify as above because the Vendor/Bidder and/or one or more of its parents, subsidiaries, or affiliates is listed on the Department's Chapter 25 list. I will provide a detailed, accurate and precise description of the activities in Part 2 and complete the Certification below. Failure to provide such information will result in the proposal being rendered non-responsive and appropriate penalties, fines and/or sanctions will be assessed as provided by law.

PART 2

PLEASE PROVIDE ADDITIONAL INFORMATION RELATED TO INVESTMENT ACTIVITIES IN IRAN

If you checked Box "B" above, provide a detailed, accurate and precise description of the activities of the Vendor/Bidder, subsidiaries or affiliates, engaged in the investment activities in Iran by completing the boxes below.

ENTITY NAME: _____
RELATIONSHIP TO VENDOR/BIDDER: _____
DESCRIPTION OF ACTIVITIES: _____
DURATION OF ENGAGEMENT: _____
ANTICIPATED CESSATION DATE: _____
VENDOR/BIDDER CONTACT NAME: _____
VENDOR/BIDDER CONTACT PHONE No.: _____

Attach Additional Sheets If Necessary.

CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the date of the award of the contract.

Housing Authority of the Borough of Highlands

EQUIPMENT CERTIFICATION

The undersigned Bidder hereby certifies as follows:

The bidder owns or controls all the necessary equipment required to accomplish the work described in the specifications.

Name of Bidder: _____

By: _____
(Signature)

Name of above: _____
(Print)

Title: _____

Date: _____

Housing Authority of the Borough of Highlands

REFERENCES

List at least 3 references. Please fill completely.

REFERENCE #1

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

REFERENCE #2

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Reference #3

Company Name _____

Contact Name/Title _____

Phone Number/Fax Number _____

Housing Authority of the Borough of Highlands

SUBCONTRACTOR LISTING

Please list the names of all subcontractors and/or sub-consultants to be used on this project (add additional sheets if necessary). The subcontractor certification form must be completed for each firm listed.

All subcontractors designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

Check here if the bidding company will not be using any subcontractors.

THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY THE BIDDING COMPANY WITH THE BID.

_____ Name of bidding company	_____ Signature of authorized representative
_____ Printed name of authorized representative	_____ Title

Sworn and subscribed to me this _____ day of _____, 2024

Notary Public (SEAL)

Housing Authority of the Borough of Highlands

SUBCONTRACTOR CERTIFICATION FORM pg 1

All subcontractors/consultants designated by the bidding company shall be capable of doing the work and must have adequate financial resources and experience to perform the work specified. Information regarding the work experience of the designated subcontractor shall also be provided in the bid. Specifically, the bidding company shall include a listing of all relevant jobs performed by the subcontractor within the past two (2) years.

Please print the following information legibly. NOTE: Provide this information on additional sheets, as required, in accordance with the following format.

How many years has the subcontractor been engaged in this particular field? _____ years.

Subcontractor/consultant

Firm Name _____

Address _____

Contact Person _____

Telephone # _____

Fax # _____

Trade _____

State License # _____

THIS FORM IS TO BE SIGNED, NOTARIZED AND SUBMITTED BY THE SUBCONTRACTOR WITH THE BID.

Name of company

Signature of authorized representative

Printed name of authorized representative

Title

Sworn and subscribed to me this _____ day of _____, 2024

Notary Public

(SEAL)

SUBCONTRACTOR CERTIFICATION FORM pg 2

Provide a list of relevant contracts (company/firm) completed by proposed subcontractors/consultants within the last two (2) years.

DO NOT INCLUDE WORK FOR THE HIGHLANDS HOUSING AUTHORITY
(This form may be duplicated to include additional relevant contracts)

1.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
2.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
3.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
4.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	
5.	_____	_____	_____
	Company Name	Telephone #	Complete Date
	_____	_____	
	Address	Contact Person	
	_____	_____	
	City/State/Zip	Contract Amount	

BIDDER'S OR SUB-CONTRACTOR'S QUALIFICATIONS

Complete sets of qualification section must be submitted for each bidder and each sub-contractor. Photocopy this section as needed, and check the appropriate box to indicate bidder/subcontractor.

Bid for: Entry Stoop Replacements at Jennie Parker Manor

BIDDER

SUBCONTRACTOR

Name of Bidder or Subcontractor: _____

Address: _____

It shall be necessary for the bidder to present evidence that he is the general contractor and that he has been in business for at least 2 years in this particular field and can submit a suitable record of satisfactorily completing similar projects. In addition, he shall submit evidence that his company has the necessary equipment to carry out this type of operation.

How many years have you been or engage in construction under your present firm or trade name?
_____ Years.

How many years has your organization been performing the work required under this contract?
_____ Years.

If a corporation, answer the following:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

If a partnership, answer the following:

Date of Organization: _____

We normally perform _____ % of the work with our own forces. Describe the general character of work performed by your company.

What equipment do you own that is available and intended to be used on this project? Provide a description as to the quantity, size, type and capacity of this equipment along with its present condition.

What equipment do you intend to lease or purchase for use on this project should the contract be awarded to you? Provide a description of the quantity, size, type and capacity of the equipment you intend to lease or purchase.

Have you ever failed to complete any work awarded to you? If so, state the circumstances.

Has any officer or partner of your organization ever been an officer or partner of some other organization that failed to complete a construction contract? If so, state the name of the individual, the other organization and the circumstances.

Has any officer or partner in your organization ever failed to complete a construction contract handled in his own name? If so, state the name of the individual and the circumstances.

Are there any liens of any character filed against your company at this time? If so, specify the nature and amount of the lien.

In what manner have you inspected the proposed project?

The work, if awarded to you, will have the personal supervision of whom?

Do you intend to subcontract any portion of the work? If so, state which portion is to be subcontracted and complete the Subcontractor Certification Form.

Have you made contracts or received firm offers for all materials within price use regarding your proposal? Do not give names of dealers or manufacturers.

Give Trade references.

Give bank references.

Give full information concerning all of your contracts in progress, whether private or government contracts, whether prime or sub-contracts, whether in construction or awarded but not yet begun, or whether you are the low bidder pending formal award of contract.

Owner - Location - Description - Contract Amount - % Completed - Estimated Completion Date

List the most important contracts completed by your company in the last five years, stating the gross cost for each and the month and year started and completed.

Owner - Location - Description

Contract Amount - Start Date - Completion Date

AFFIDAVIT

State of _____

SS.

County of _____

_____ being first duly sworn deposes and says:

(Individual's name)

THAT he is _____,

(Owner, Officer or Partner of the firm of etc.)

the party making the foregoing proposal or bid for the Entry Stoop Replacements at Jennie Parker Manor; that all answers to the foregoing questions and all statements contained in this questionnaire are true and correct, and that he hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Housing Authority of the Borough of Highlands in verification of the recitals contained in this questionnaire.

(Signature of Bidder)

Subscribed and sworn to before me, this ___ day of _____, 2024.

Notary Public

My Commission expires _____

BID DOCUMENT CHECKLIST*

Housing Authority of the Borough of Highlands

Required by owner	Submission Requirement	Initial each required entry and if required submit the item
<input type="checkbox"/>	Bid Document Checklist*	
<input type="checkbox"/>	<u>One Original and One Copy of ENTIRE BID</u>	
<input type="checkbox"/>	Bid Form	
<input type="checkbox"/>	Bid Guarantee	
<input type="checkbox"/>	Consent of Surety	
<input type="checkbox"/>	Acknowledgement of Receipt of Addenda (regardless of issuance of addenda)	
<input type="checkbox"/>	Statements and Qualifications of Bidders and Subcontractors (one for each bidder and subcontractor)	
<input type="checkbox"/>	Subcontractor Listing/Certification Form(s) for Each Sub	
<input type="checkbox"/>	Statement of Ownership Disclosure	
<input type="checkbox"/>	<i>Evidence of Affirmative Action Compliance**</i>	
<input type="checkbox"/>	<i>Business Registration Certificate**</i>	
<input type="checkbox"/>	Disclosure of Investment Activities in Iran	
<input type="checkbox"/>	Non-Collusion Affidavit	
<input type="checkbox"/>	Public Works Contractor Certificate (Prevailing Wage) for Bidder and Each Sub-Contractor	
<input type="checkbox"/>	Equipment Certification	
<input type="checkbox"/>	References	

***Submit this form as the first page of your bid and the Bid Form as the second page.**

****Statutorily allowed to be provided with bid OR prior to execution of contract.**

Full Name (Print): _____ **Title:** _____

Signature: _____ **Date:** _____

ATTACHMENT A-SAMPLE FORM OF CONTRACT-DO NOT SUBMIT

Entry Stoop Replacements at Jennie Parker Manor

This AGREEMENT made this ____ day of _____ in the year ____ by and between

(Name of Contractor)
(Address)

hereinafter called the "Contractor," and the

Housing Authority of the Borough of Highlands
215 Shore Drive
Highlands, NJ 07732

hereinafter called the "Authority".

WITNESSETH that the Contractor and the Authority for the consideration stated herein mutually agree as follows:

Article 1. Statement of Services. The Contractor shall furnish all labor, materials, tools and equipment and shall perform and complete all work required for the replacement of the rear entry masonry stoop at Jennie Parker Manor, located at 121 Waterwitch Street in Highlands, NJ, 07732 as per the Technical Specifications and Drawings included in the Contract Documents dated October 9, 2024, which are incorporated herein by reference and made a part hereof.

Article 2. Term of Contract. The Contractor shall complete all work as specified within 60 days of Notice to Proceed.

Article 3. Scope of Work. The scope of work includes the labor, materials and equipment to perform all work per the Technical Specifications and Drawings included in the Contract Documents titled "Entry Stoop Replacements at Jennie Parker Manor" dated October 9, 2024 which are incorporated herein by reference and made a part hereof.

Article 4. Performance of Work, Work Requirements and Contractor's Responsibility. The Contractor shall be responsible for furnishing all materials, equipment, labor and transportation necessary to perform the work.

The Contractor shall not sub-contract any work under this contract without express prior written approval of the Authority or as listed in the subcontractor certificate.

Contractor will schedule and perform the work between the hours of 8:00 a.m. to 4:30 p.m., Monday through Friday, unless prior written permission is granted by the Authority to perform work at other times. The Contractor shall coordinate all his activities with the Authority. The Authority may charge to the contractor any additional costs for inspections or testing.

The Contractor shall at all times keep the work area orderly and free from accumulations of waste materials. After completing the work, the Contractor shall remove all equipment materials and tools that are not the property of the Authority and leave the work area in a neat, clean and orderly condition. The Contractor shall dispose of all debris off-site in accordance with all applicable Federal, State and local statutes, ordinances and regulations.

The Contractor shall be responsible for all damages to persons or property that occur as a result of the Contractor's fault or negligence, and shall take all necessary health and safety precautions to protect the work, the workers, the public, and the property of others. The Contractor shall hold and save the Authority, its officers and agents, free and harmless from liability of any nature occasioned by the Contractor's performance.

The Contractor shall apply and pay for any applicable permits related to the work. Fees for Building permits issued through the City Code Enforcement office are waived. No final payments shall be processed without furnishing written documentation the work has been inspected and the Borough Code Enforcement Department has closed out the permit.

Article 5. Rates and Payments. The Authority shall pay the contractor a lump sum fee of _____ dollars and ____ cents (\$____.____) after all (or periodic) work has been satisfactorily completed and tested. The Authority shall make payments not more frequently than monthly upon the completion of work by the Contractor and the presentation of an invoice. The invoice must be accompanied by certified payrolls for the period that is invoiced. Payment shall be due within 30 days of receipt of the invoice by the Authority. No payments shall be processed without attached certified payrolls covering payment period.

Article 6. Insurance. Before performing any work, the Contractor shall furnish the Authority with certificates of insurance showing the following insurance is in force and will insure all operations under the Contract:

1. Workers' Compensation, in accordance with New Jersey Workers' Compensation laws.
2. Commercial General Liability with a combined single limit for bodily injury and property damage of not less than \$1,000,000.00 per occurrence to protect the Contractor and the Authority against claims for bodily injury or death and damage to the property of others. This shall cover the use of all equipment, hoists, and vehicles on the site(s) not covered by Automobile Liability under (3) below. If the Contractor has a "claims-made" policy, then the following additional requirements apply: the policy must provide a "retroactive date" which must be on or before the execution date of the Contract, and the extended reporting period may not be less than five years following the completion date of the Contract.
3. Automobile Liability on owned and non-owned motor vehicles used on the site(s) or in connection therewith for a combined single limit for bodily injury and property damage of not less than \$500,000.000 per occurrence.

All Insurance shall be carried with companies, which are financially responsible and admitted to do business in the State of New Jersey. If any such insurance is due to expire during the construction period, the Contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to the Authority. All certificates of insurance, as evidence of coverage, shall provide that no coverage maybe canceled or non-renewed by the insurance company until at least 30 days prior written notice has been given to the Authority.

Article 7. New Jersey Business Registration Requirements. The contractor shall provide to the Authority proof of the contractor's business registration with the New Jersey Division of Taxation before contract award. Bidders shall be registered, however, at the time of the bid opening.

The contractor shall provide written notice to its subcontractors and suppliers of the responsibility to submit proof of business registration to the contractor. The requirement of proof of business registration extends down through all levels (tiers) of the project.

Before final payment on the contract is made by the Authority, the contractor shall submit an accurate list and the proof of business registration of each subcontractor or supplier used in the fulfillment of the contract, or shall attest that no subcontractors were used.

For the term of this Agreement, the contractor and each of its affiliates and a subcontractor and each of its affiliates [N.J.S.A. 52:32-49(g)(3)] shall collect and remit to the Director, New Jersey Division of Taxation, the use tax pursuant to the Sales and Use Tax Act on all sales of tangible personal property delivered into this State, regardless of whether the tangible personal property is intended for a contract with a contracting agency.

A business organization that fails to provide a copy of a business registration as required pursuant to section 1 of P.L. 2001, c.34 (C.52:32-44 et al.) or subsection e. or f. of section 92 of P.L. 1977, c.110 (C.5:12-92), or that provides false business registration under the requirements of either of those sections, shall be liable for a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration copy not properly provided under a contract with a contracting agency.

Article 8. Assignment of Contract. The Authority may at its sole discretion assign the contract, in whole or in part, to an affiliate or instrumentality of the Authority or an entity controlled by the Authority, its affiliate, or its instrumentality. Assignment of the contract by the Authority, does not relieve the Contractor of responsibility for complying with any of the terms and conditions of the contract. The Authority's right to assign the contract is unilateral and does not create any assignment rights for the Contractor.

Article 9. Contract Documents. Contract Documents shall consist of the following component parts:

1. This instrument;
2. Invitation for Bids dated 10/9/24;
3. Bid submitted by the contractor dated 10/9/24;
4. Addenda (if any).

This instrument together with the document enumerated in this Article form the Contract, and they are fully a part of the Contract as if hereto attached or herein repeated. In the event that any provision in one of the component parts of the Contract conflicts with any provision of any other component part, the provision in the component part first enumerated in this Article shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed the date and year first above written.

In the presence of:

_____ by _____
(Name)
(Title)
(Company Name)
(Phone Number)

In the presence of:

_____ by _____
Douglas G. Dzema, PHM
Executive Director
Housing Authority of the Borough of Highlands

TECHNICAL SPECIFICATIONS AND DRAWINGS

Habitech Architecture, LLC

Please direct all questions pertaining to this section to:

LMestres@PerthAmboyHA.org

The following technical specifications and drawings include:

TECHNICAL SPECIFICATIONS – 20 PAGES

DRAWINGS – 6 PAGES INCLUDING COVER

ENTRY STOOP REPLACEMENT FOR APARTMENTS B1 & B6 AT JENNIE PARKER MANOR SEPTEMBER 2024

HIGHLANDS HOUSING AUTHORITY 215 SHORE DRIVE HIGHLANDS, NJ 07732 (732) 826-3110



- #### CONTRACT WORK
- A1. REMOVE EXISTING ENTRY STOOP AND RECONSTRUCT
 - A2. RECONSTRUCT ENTRY STOOP WITH CONCRETE
 - A3. RECONSTRUCT ENTRY STOOP WITH BRICK
 - A4. RECONSTRUCT ENTRY STOOP WITH STONE
 - A5. RECONSTRUCT ENTRY STOOP WITH GRANITE
 - A6. RECONSTRUCT ENTRY STOOP WITH MARBLE
 - A7. RECONSTRUCT ENTRY STOOP WITH CERAMIC
 - A8. RECONSTRUCT ENTRY STOOP WITH WOOD
 - A9. RECONSTRUCT ENTRY STOOP WITH METAL
 - A10. RECONSTRUCT ENTRY STOOP WITH GLASS
 - A11. RECONSTRUCT ENTRY STOOP WITH RIBBON
 - A12. RECONSTRUCT ENTRY STOOP WITH STEEL
 - A13. RECONSTRUCT ENTRY STOOP WITH ALUMINUM
 - A14. RECONSTRUCT ENTRY STOOP WITH BRASS
 - A15. RECONSTRUCT ENTRY STOOP WITH COPPER
 - A16. RECONSTRUCT ENTRY STOOP WITH ZINC
 - A17. RECONSTRUCT ENTRY STOOP WITH TIN
 - A18. RECONSTRUCT ENTRY STOOP WITH LEAD
 - A19. RECONSTRUCT ENTRY STOOP WITH SILVER
 - A20. RECONSTRUCT ENTRY STOOP WITH GOLD

THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AGENCIES AND THE HOUSING AUTHORITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL ADJACENT PROPERTIES AND NEIGHBORS OF THE WORK AND SHALL BE RESPONSIBLE FOR OBTAINING WRITTEN CONSENT FROM ALL ADJACENT PROPERTIES AND NEIGHBORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL ADJACENT PROPERTIES AND NEIGHBORS FROM THE WORK AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ADJACENT PROPERTIES AND NEIGHBORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCESS TO ALL ADJACENT PROPERTIES AND NEIGHBORS FOR THE WORK AND SHALL BE RESPONSIBLE FOR RESTORING ALL ADJACENT PROPERTIES AND NEIGHBORS TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AGENCIES AND THE HOUSING AUTHORITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL ADJACENT PROPERTIES AND NEIGHBORS OF THE WORK AND SHALL BE RESPONSIBLE FOR OBTAINING WRITTEN CONSENT FROM ALL ADJACENT PROPERTIES AND NEIGHBORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL ADJACENT PROPERTIES AND NEIGHBORS FROM THE WORK AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ADJACENT PROPERTIES AND NEIGHBORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCESS TO ALL ADJACENT PROPERTIES AND NEIGHBORS FOR THE WORK AND SHALL BE RESPONSIBLE FOR RESTORING ALL ADJACENT PROPERTIES AND NEIGHBORS TO THEIR ORIGINAL CONDITION.

GENERAL INSTRUCTIONS:
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AGENCIES AND THE HOUSING AUTHORITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL ADJACENT PROPERTIES AND NEIGHBORS OF THE WORK AND SHALL BE RESPONSIBLE FOR OBTAINING WRITTEN CONSENT FROM ALL ADJACENT PROPERTIES AND NEIGHBORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL ADJACENT PROPERTIES AND NEIGHBORS FROM THE WORK AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ADJACENT PROPERTIES AND NEIGHBORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCESS TO ALL ADJACENT PROPERTIES AND NEIGHBORS FOR THE WORK AND SHALL BE RESPONSIBLE FOR RESTORING ALL ADJACENT PROPERTIES AND NEIGHBORS TO THEIR ORIGINAL CONDITION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE LOCAL GOVERNMENT AGENCIES AND THE HOUSING AUTHORITY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR NOTIFYING ALL ADJACENT PROPERTIES AND NEIGHBORS OF THE WORK AND SHALL BE RESPONSIBLE FOR OBTAINING WRITTEN CONSENT FROM ALL ADJACENT PROPERTIES AND NEIGHBORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROTECTING ALL ADJACENT PROPERTIES AND NEIGHBORS FROM THE WORK AND SHALL BE RESPONSIBLE FOR REPAIRING ANY DAMAGE TO ADJACENT PROPERTIES AND NEIGHBORS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ACCESS TO ALL ADJACENT PROPERTIES AND NEIGHBORS FOR THE WORK AND SHALL BE RESPONSIBLE FOR RESTORING ALL ADJACENT PROPERTIES AND NEIGHBORS TO THEIR ORIGINAL CONDITION.

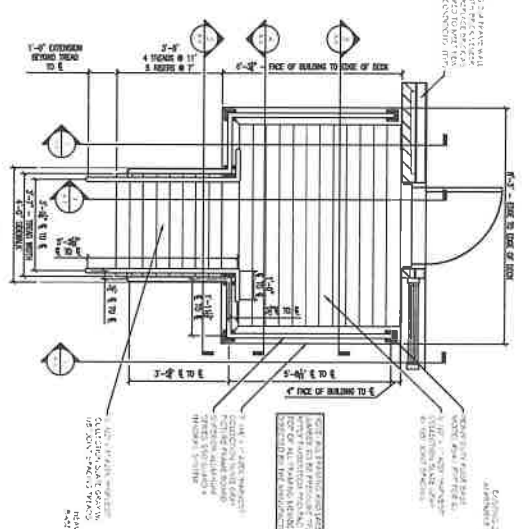
REVISIONS	NO	DATE	DESCRIPTION

ENTRY STOOP REPLACEMENT
FOR APARTMENTS B1 & B6
AT JENNIE PARKER MANOR
HIGHLANDS HOUSING AUTHORITY
HIGHLANDS, NEW JERSEY

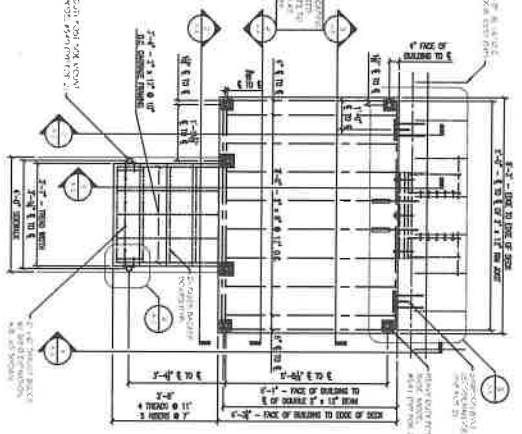
HANITICHI ARCHITECTURE, LLC
Architects and Planners
160 Robert Drive
Hightstown, NJ 08520
Telephone: (609) 412-5546
Fax: (609) 412-5547
Email: info@hanitichi.com

TITLE PAGE	DATE	SCALE

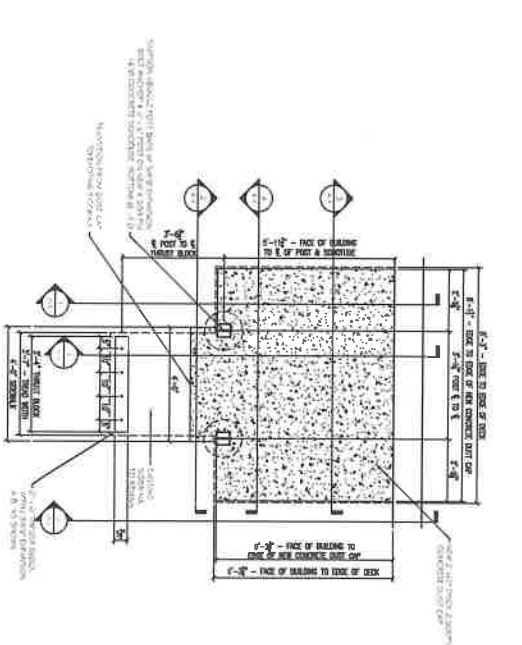
FIGURE 1 - GENERAL SECTION THROUGH WALL



1 - GENERAL SECTION THROUGH WALL

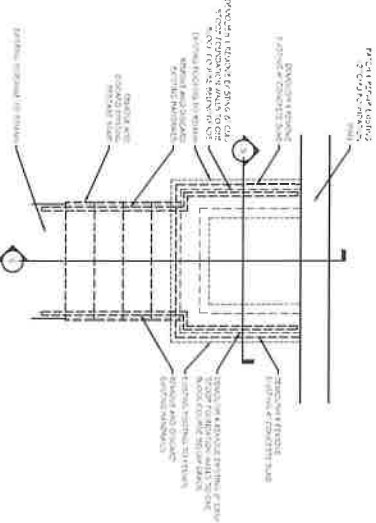


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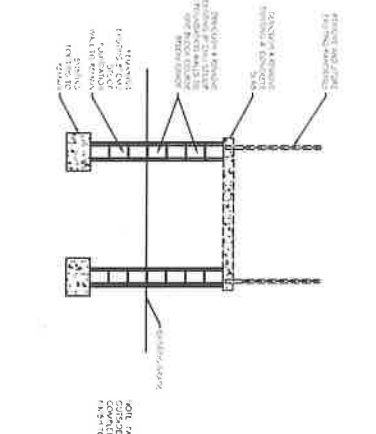


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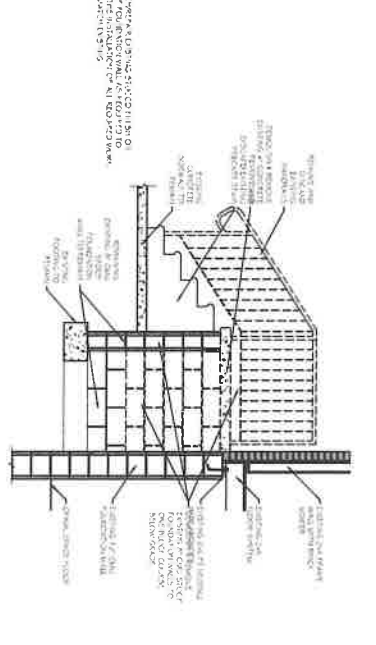
THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITY.



4 - GENERAL SECTION THROUGH WALL



5 - GENERAL SECTION THROUGH WALL



6 - GENERAL SECTION THROUGH WALL



NO.	DATE	DESCRIPTION

PROPOSED DECK NAME:
GENERAL STOP REMEDIATION
 DECK 04

CLIENT: N/A
DATE: 15 SEPTEMBER 2024
SCALE: AS NOTED
DESIGNED BY: LAM
DATE: 15 SEP 2024

PROJECT LOCATION: 16, 20112
DATE: 15 SEPTEMBER 2024

ARCHITECT: HARBITECH ARCHITECTURE
 16, 20112
 NEW JERSEY

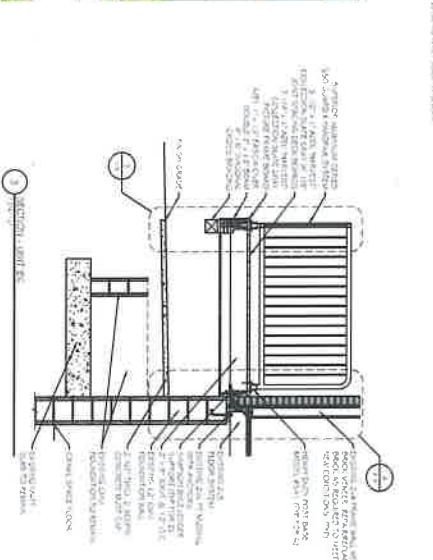
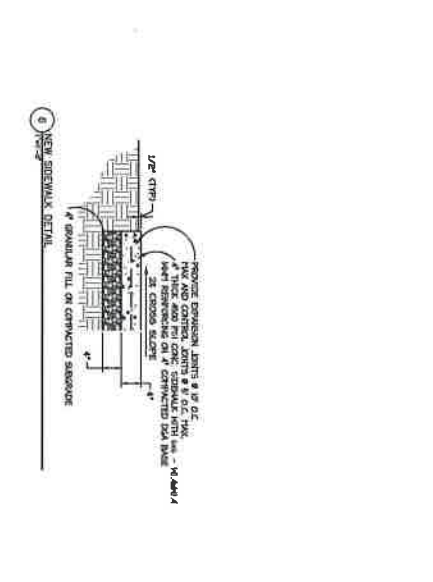
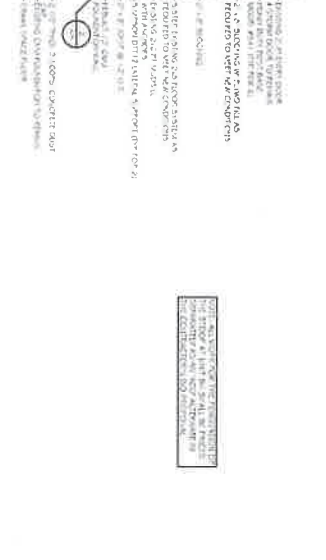
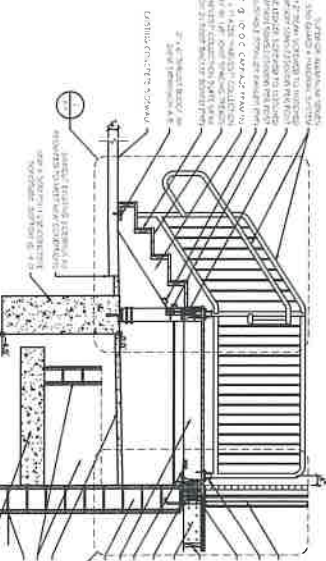
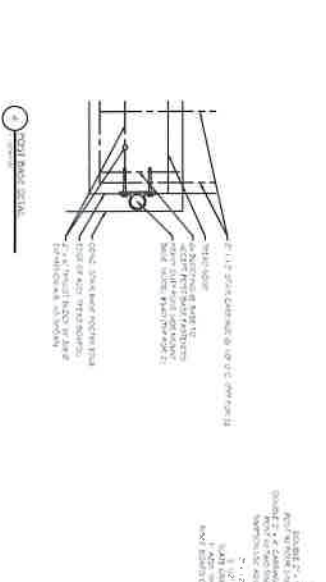
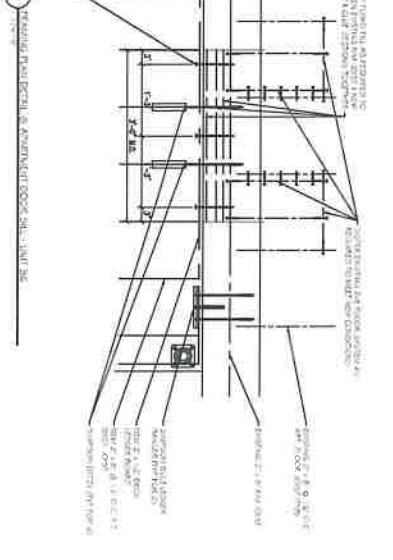
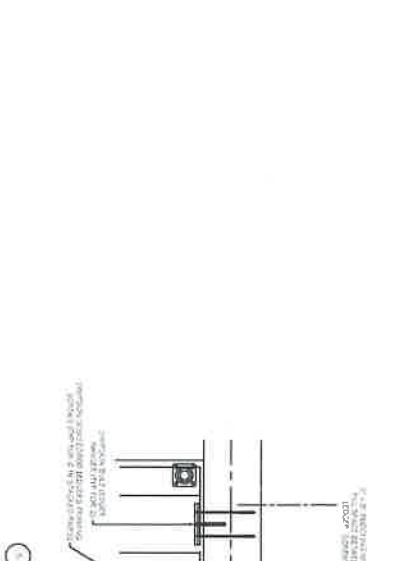
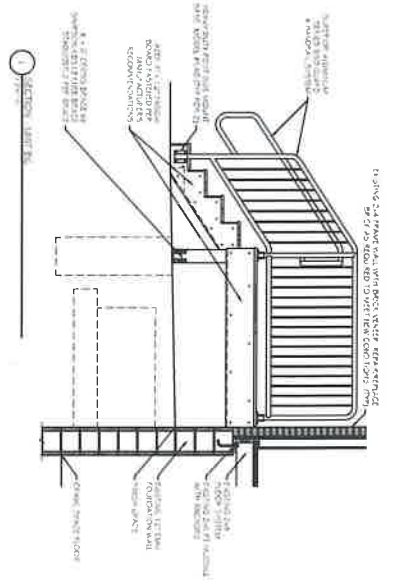
CLIENT: HARBITECH ARCHITECTURE
 16, 20112
 NEW JERSEY



DATE: 15 SEPTEMBER 2024
SCALE: AS NOTED
DESIGNED BY: LAM
DATE: 15 SEP 2024

NO	DATE	DESCRIPTION
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2	04/25/2024	ISSUED FOR PERMITS
3	05/21/2024	ISSUED FOR PERMITS

PROJECT NO.	24-001
CLIENT	ROCKAWAY MOUNTAIN RESORT
PROJECT NAME	DRIVE STOP IMPROVEMENT
PROJECT ADDRESS	1000 STATE ROUTE 202, ROCKAWAY MOUNTAIN, NJ 07866
DATE	03/21/2024
SCALE	AS SHOWN
DRAWN BY	LAJ
CHECKED BY	LAJ / JTB



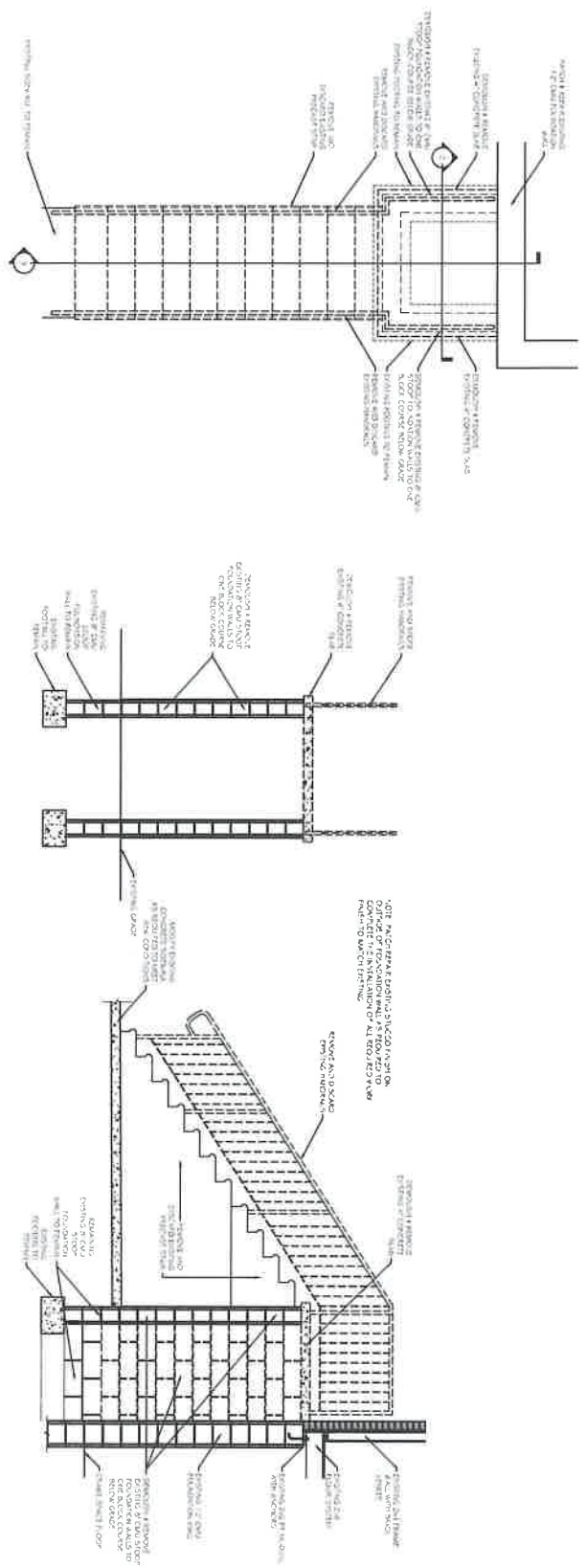
DRIVE STOP IMPROVEMENT	FOR APPLICANTS 2024
AT ZONE PARKING MOUNTAIN RESORT	ROCKAWAY MOUNTAIN RESORT
HIGHLANDS LOCAL AUTHORITY	ROCKAWAY MOUNTAIN RESORT
HARTECH ARCHITECTURE, LLC	ARCHITECTS AND PLANNERS
13 BROADWAY, SUITE 200	ROCKAWAY MOUNTAIN, NJ 07866
TEL: 973.422.8888	WWW.HARTECHARCH.COM
DATE: 03/21/2024	PROJECT NO: 24-001



LAJ ARCHITECT

PROPOSED DRIVE STOP IMPROVEMENTS AND DETAILS
 SCALE: AS SHOWN
 SHEET NO: A-3
 CHECKED BY: LAJ / JTB 3 OF 12

NO.	DATE	DESCRIPTION



1. EXISTING 1ST FLOOR FINISH - UNIT B1

2. EXISTING 2ND FLOOR FINISH - UNIT B1

3. EXISTING 3RD FLOOR SECTION - UNIT B1



4. EXISTING EXTERIOR STAIRCASE



5. EXISTING EXTERIOR STAIRCASE

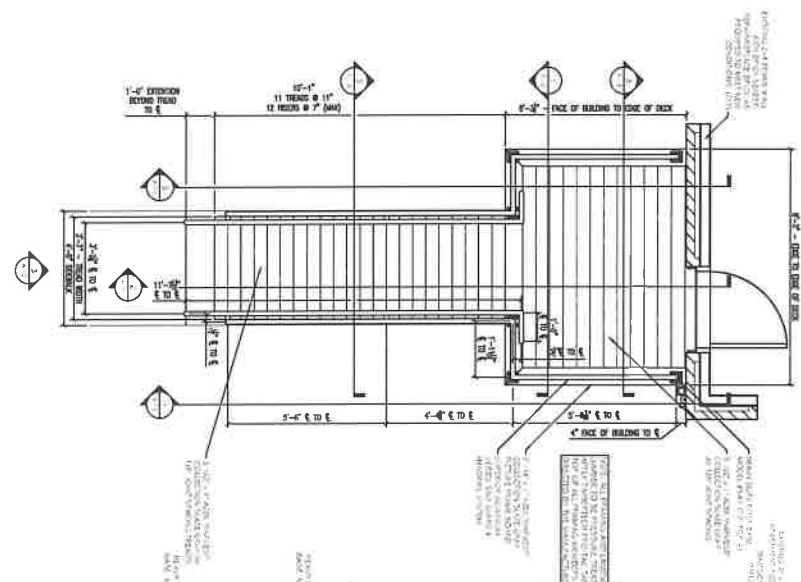


UPTA ABTECHN ARCHITECTURE	OWNER
4001 W. I-29, SUITE 300	COLUMBIA, SC 29204
DATE: 8/27/2024	SCALE: AS NOTED
PROJECT: UPTA ABTECHN ARCHITECTURE	DATE: 8/27/2024
PROJECT: UPTA ABTECHN ARCHITECTURE	DATE: 8/27/2024
PROJECT: UPTA ABTECHN ARCHITECTURE	DATE: 8/27/2024

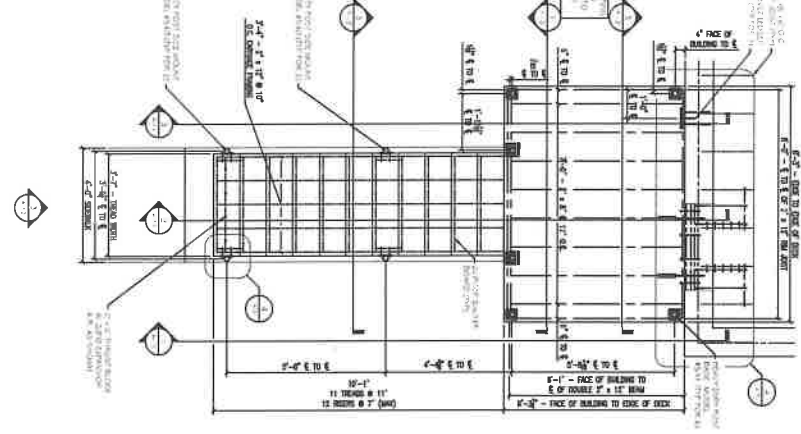
UPTA ABTECHN ARCHITECTURE, LLC
 4001 W. I-29, SUITE 300
 COLUMBIA, SC 29204
 TEL: (803) 796-2729
 WWW.UPTA-ABTECHN.COM

UPTA ABTECHN ARCHITECTURE, LLC
 ARCHITECT AND PLANNING

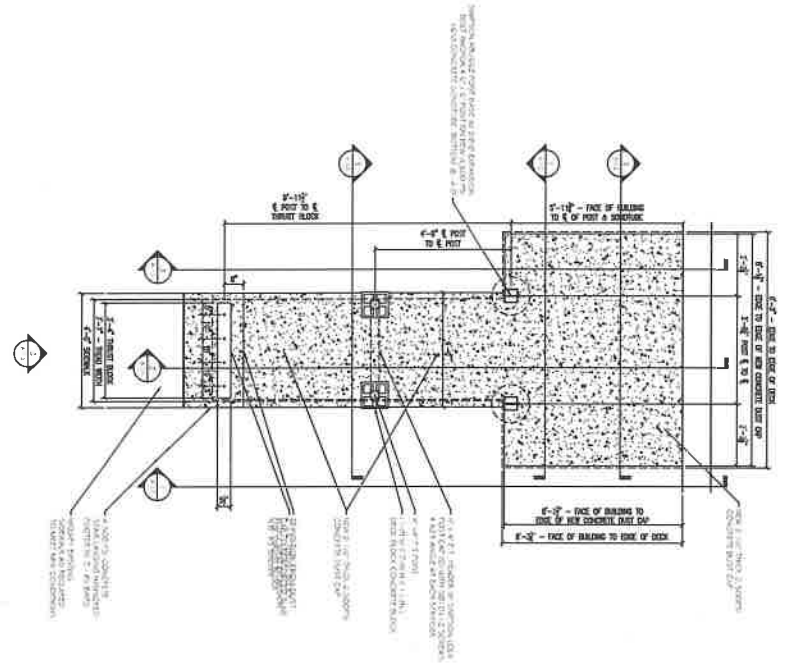
CLIENT: UPTA ABTECHN ARCHITECTURE, LLC
DATE: 8/27/2024



1. MAIN DECK PLAN - JUNE 13, 2024



2. MAIN DECK FRAMING PLAN - JUNE 13, 2024



3. MAIN DECK CONCRETE FOOTING PLAN - JUNE 13, 2024

REVISIONS	
NO.	DATE

CONTRACT NO.	
DATE	
SCALE	AS NOTED
A-6	
DRAWN BY	
CHECKED BY	

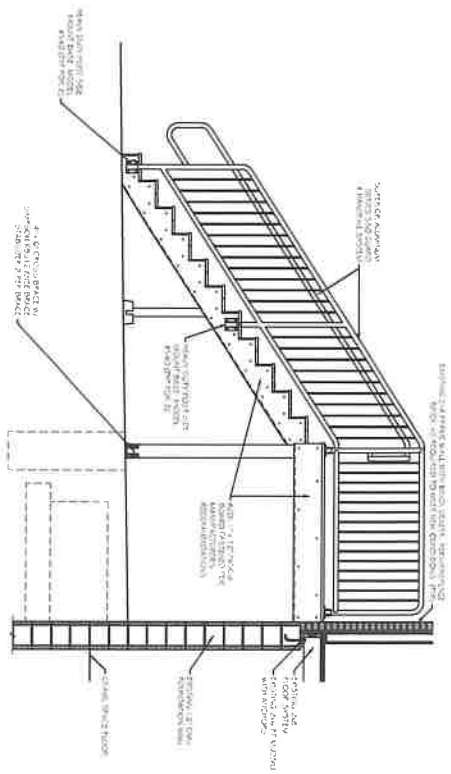
HARBORVIEW ARCHITECTURE
 121 HARBORVIEW BLVD. SUITE 100
 BALTIMORE, MD 21202
 TEL: 410-524-0000
 WWW.HARBORVIEWARCHITECTURE.COM

MANUSCRIPT ARCHITECTURE, LLC
 2950 E. BROADWAY
 WESTFIELD, NJ 07090
 TEL: 908-412-3166
 WWW.MANUSCRIPTARCHITECTURE.COM

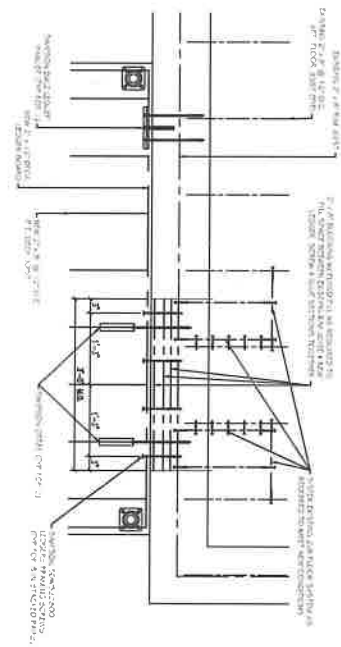
SHINE STUDIO INTERIORS
 FOR APPOINTMENTS: SH & BR
 AT JENNE PARKER BLANK
 HONOLULU, HAWAII

MARCOLETTA ARCHITECTURE, LLC
 Architecture and Planning
 4500 KALANOAUE AVE. SUITE 100
 HONOLULU, HI 96817
 TEL: 808-433-0000
 WWW.MARCOLETTAARCHITECTURE.COM

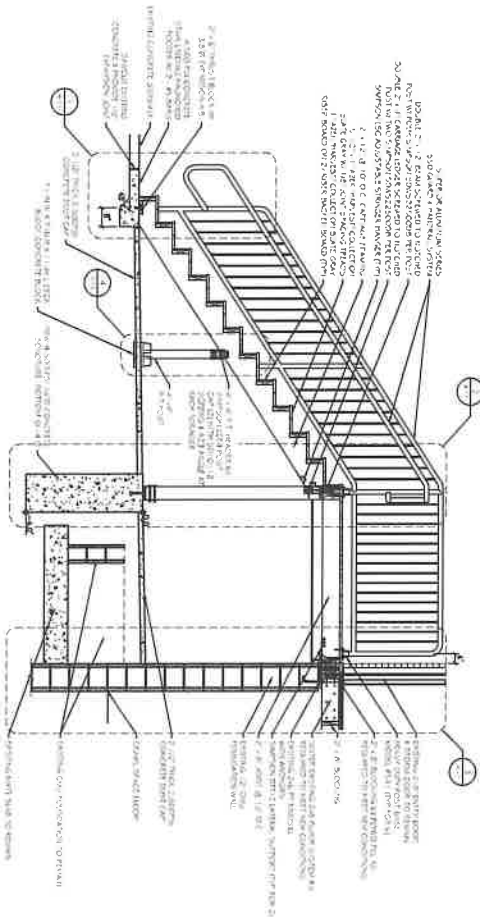
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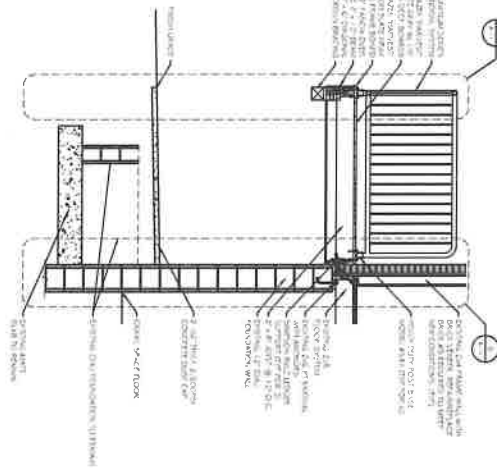
SECTION A-A



SECTION B-B



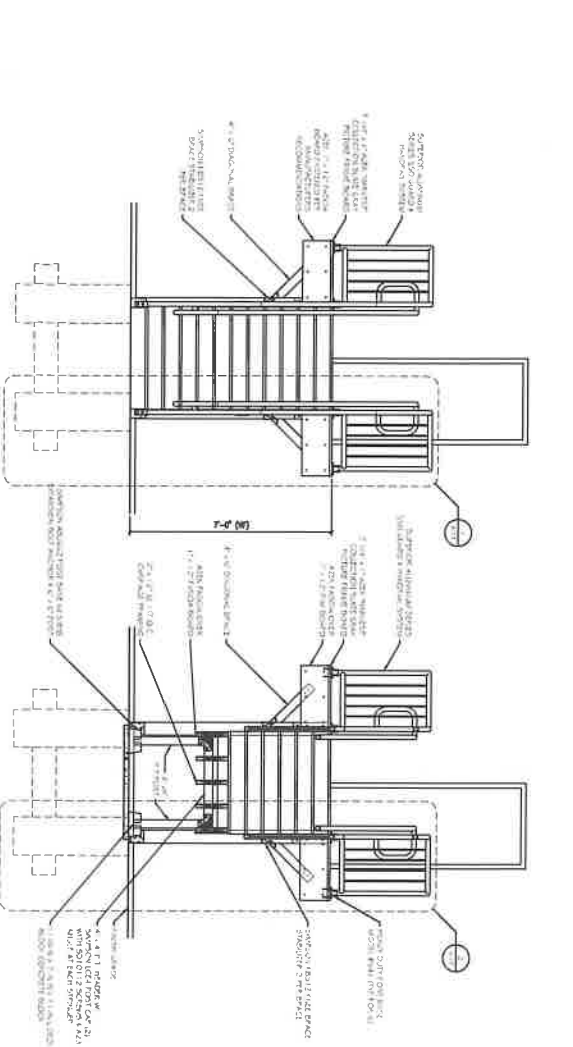
SECTION C-C



SECTION D-D

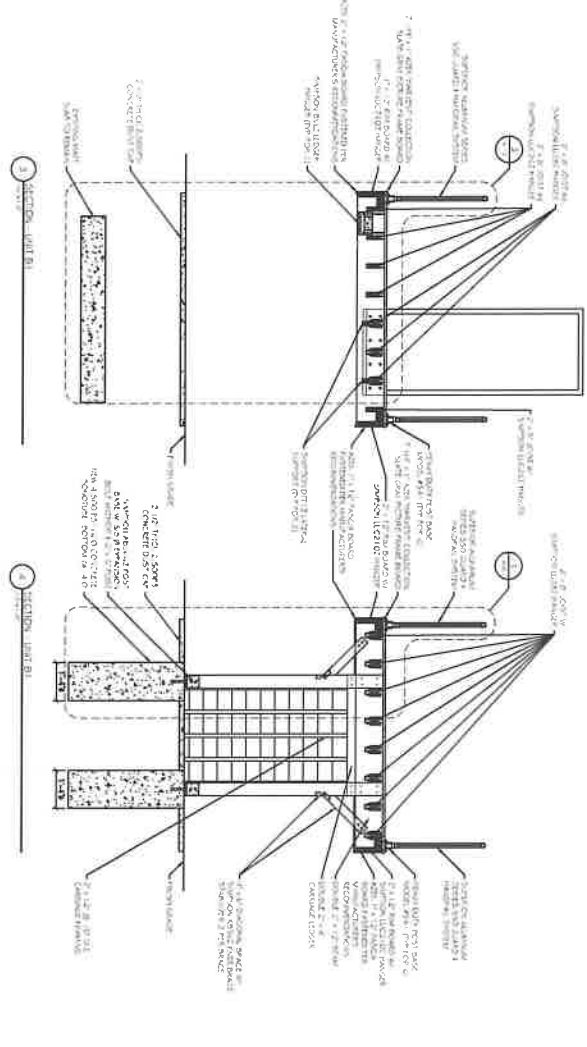
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DATE: 11/11/11 SCALE: AS NOTED DRWING: LBH / JPB 7/8" X 12"					
PROJECT: NEW HOUSING DEVELOPMENT AT: 1435 BROADWAY CITY: HOUSTON, TX 77002 CLIENT: HABITAT FOR HUMANITY, HOUSTON, TX					
DESIGNED BY: HABITAT FOR HUMANITY ARCHITECTURE ARCHITECT: JEFFREY B. HARRIS DATE: 11/11/11					
PROJECT NO.: HABITAT-11-11-11 DATE: 11/11/11 SCALE: AS NOTED DRWING: LBH / JPB 7/8" X 12"					

NO.	DATE	DESCRIPTION



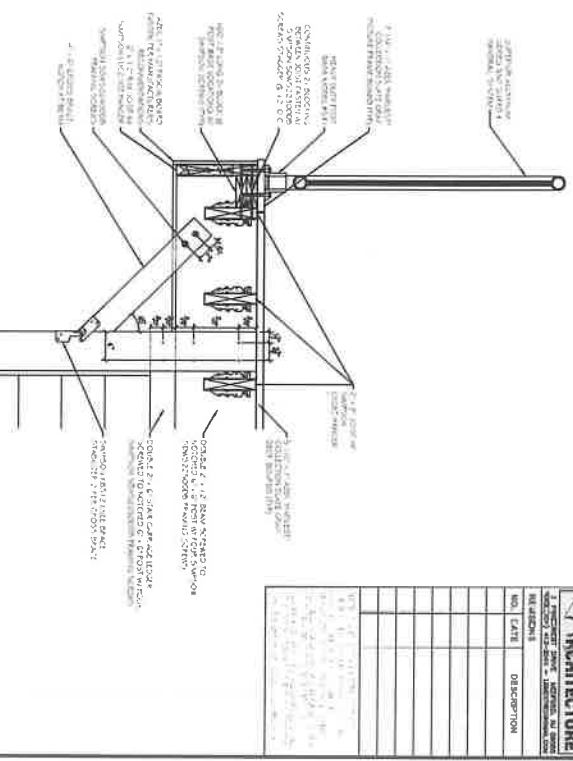
1 SECTION - UNIT B1

2 SECTION - UNIT B1



3 SECTION - UNIT B1

4 SECTION - UNIT B1



5 SECTION - UNIT B1

OVER STONE REPLACEMENT
FOR PARTITIONS B1 & B6
AT JEWEL PARKER MAYER
HIGHLAND - JOHNS AUTHORITY
HIGHLAND, NEW JERSEY

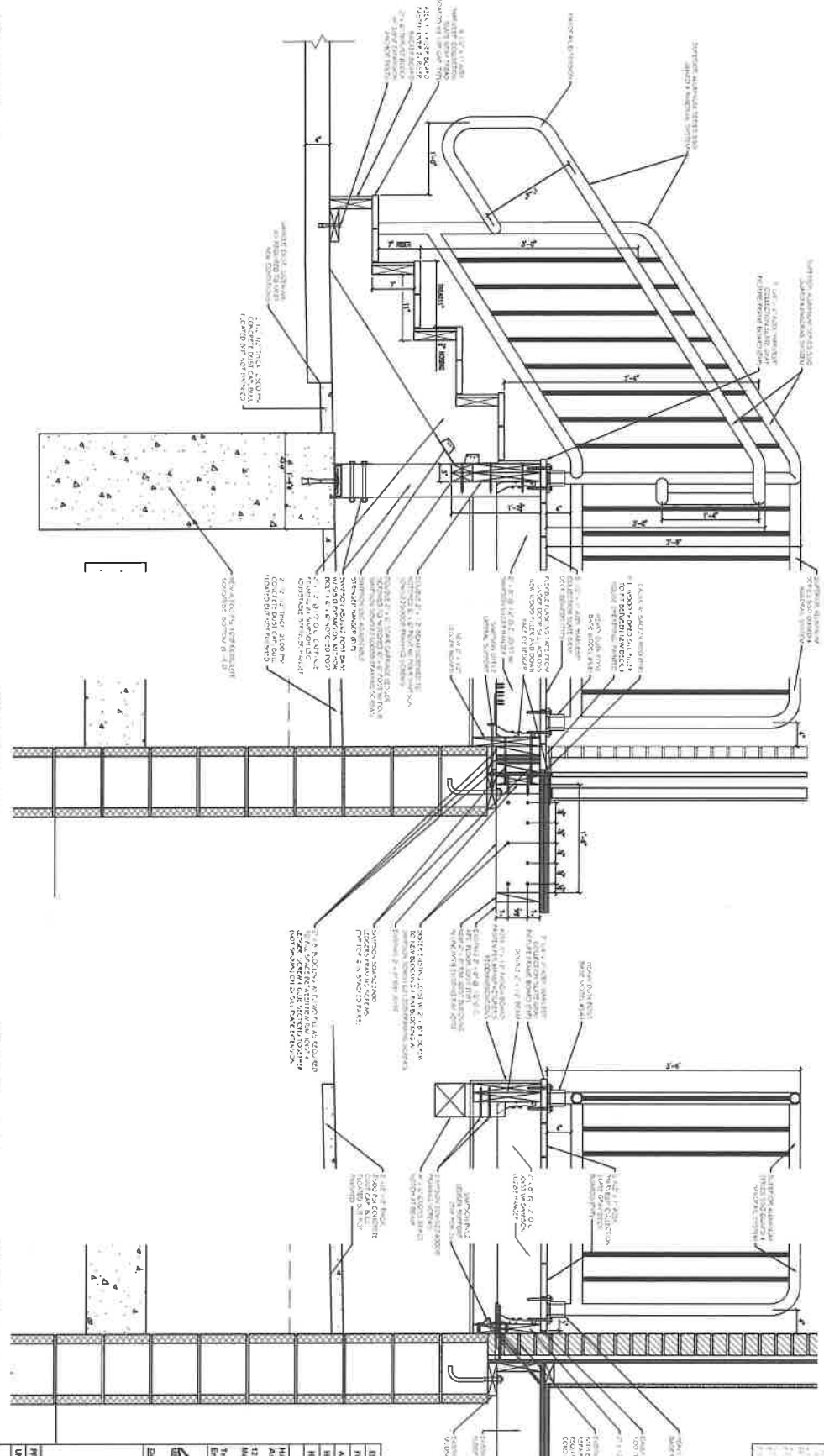
LABTECH ARCHITECTURE, LLC
Newark, New Jersey
12001
Tel: 908.721.1000
www.labtecharch.com

LABTECH ARCHITECTURE, LLC
305 West Broadway, Suite 400
New York, NY 10038
Tel: 212.431.3888
www.labtecharch.com

APPROVED BY: [Signature]
ARCHITECT

DATE: 12/15/11
PROJECT NO: LAB-11-001

- GENERAL EXPLANATORY NOTES:**
1. ALL NOTES AND DIMENSIONS SHALL BE TAKEN FROM DIMENSIONS TO THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
 2. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
 3. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
 4. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
 5. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
 6. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
 7. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
 8. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
 9. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
 10. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.



NO.	DATE	DESCRIPTION
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2	11/15/2018	ISSUED FOR PERMIT
3	11/15/2018	ISSUED FOR PERMIT
4	11/15/2018	ISSUED FOR PERMIT
5	11/15/2018	ISSUED FOR PERMIT
6	11/15/2018	ISSUED FOR PERMIT
7	11/15/2018	ISSUED FOR PERMIT
8	11/15/2018	ISSUED FOR PERMIT
9	11/15/2018	ISSUED FOR PERMIT
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11 HARBORVIEW DRIVE, SUITE 200, FALLS CHURCH, VA 22044	TEL: 703.441.1111
12 HARBORVIEW DRIVE, SUITE 200, FALLS CHURCH, VA 22044	TEL: 703.441.1111
13 HARBORVIEW DRIVE, SUITE 200, FALLS CHURCH, VA 22044	TEL: 703.441.1111
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DETAILED EXPLANATORY NOTES:

1. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
2. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF THE MEMBER UNLESS OTHERWISE NOTED.
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PROPOSED DECK DETAILS

UNIT 50

CONTRACT NO. 11-11-11-11

DATE: 11/15/2018

11 HARBORVIEW DRIVE, SUITE 200, FALLS CHURCH, VA 22044

TEL: 703.441.1111

12 HARBORVIEW DRIVE, SUITE 200, FALLS CHURCH, VA 22044

TEL: 703.441.1111

13 HARBORVIEW DRIVE, SUITE 200, FALLS CHURCH, VA 22044

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14 HARBORVIEW DRIVE, SUITE 200, FALLS CHURCH, VA 22044

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15 HARBORVIEW DRIVE, SUITE 200, FALLS CHURCH, VA 22044

TEL: 703.441.1111

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TEL: 703.441.1111

19 HARBORVIEW DRIVE, SUITE 200, FALLS CHURCH, VA 22044

TEL: 703.441.1111

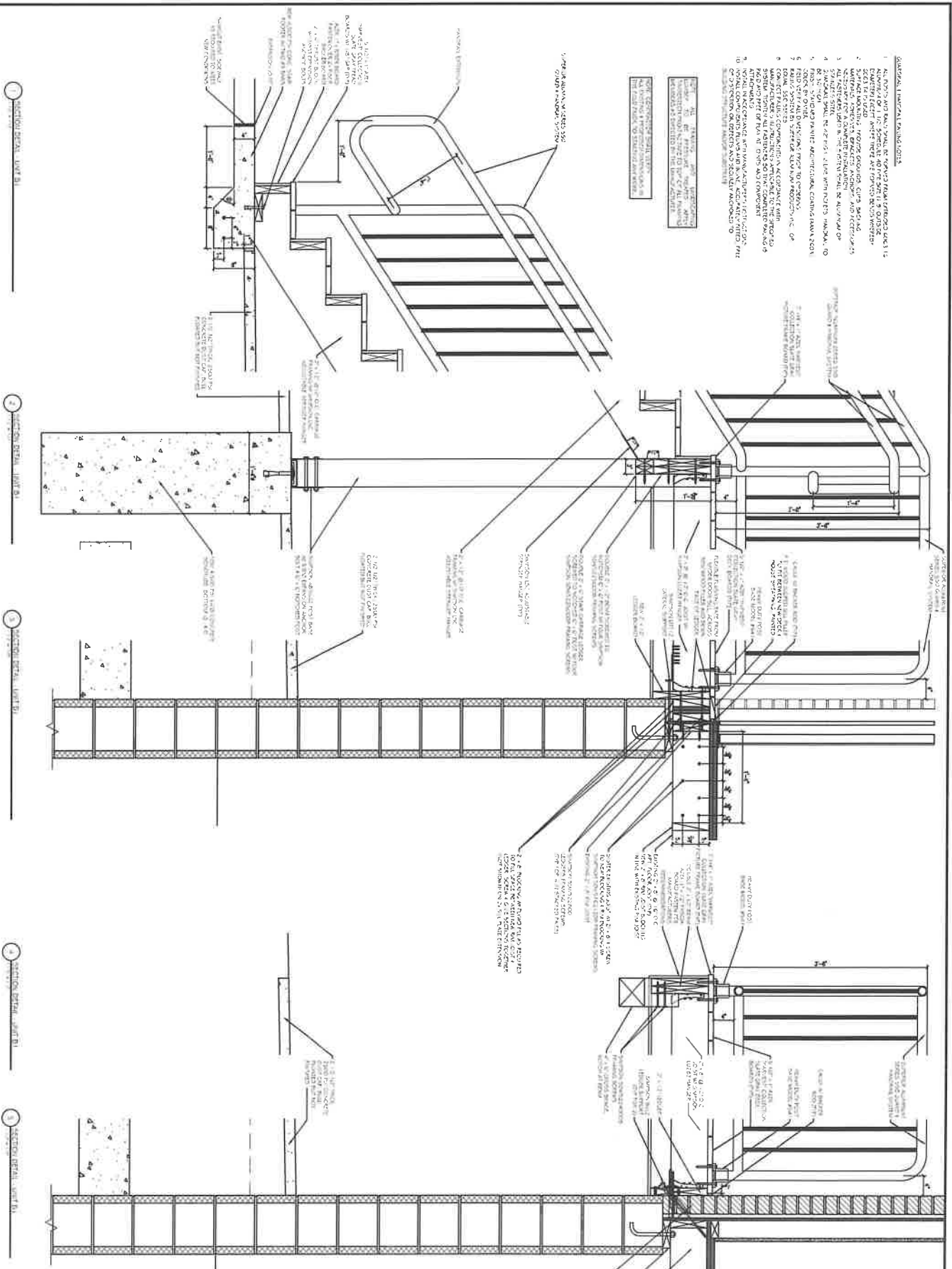
20 HARBORVIEW DRIVE, SUITE 200, FALLS CHURCH, VA 22044

TEL: 703.441.1111

GENERAL MATERIAL FINISHES:

1. ALL ROOF AND WALL FINISHES TO BE PERMANENT AND WEATHER RESISTANT.
2. ALL ROOF FINISHES TO BE PERMANENT AND WEATHER RESISTANT.
3. ALL ROOF FINISHES TO BE PERMANENT AND WEATHER RESISTANT.
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LABTECH ARCHITECTURE
 1100 EAST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: (303) 733-1111
 FAX: (303) 733-1112
 WWW.LABTECHARCHITECTURE.COM

NO.	DATE	DESCRIPTION

DRIFT STONE REPLACEMENT
 FOR PARAPETS III & IIII
 AT JAMES PARKER MANOR
 HIGHLANDS HOLDING AUTHORITY
 HIGHLANDS, NEW JERSEY
 HARTIG ARCHITECTURE, LLC
 Architecture and Planning
 13 Bishop Drive
 Medford, NJ 08055
 Telephone: (609) 413-3386
 Email: info@hartig.com

DATE: 11/15/2024
PROJECT: DRIFT STONE REPLACEMENT FOR PARAPETS III & IIII AT JAMES PARKER MANOR HIGHLANDS HOLDING AUTHORITY HIGHLANDS, NEW JERSEY
SCALE: AS NOTED
DATE: 11/15/2024
DESIGNED BY: LAB
CHECKED BY: LAB / JF 11 OF 12

LABTECH ARCHITECTURE
 1100 EAST 10TH AVENUE, SUITE 100
 DENVER, CO 80202
 TEL: (303) 733-1111
 FAX: (303) 733-1112
 WWW.LABTECHARCHITECTURE.COM

**TECHNICAL
SPECIFICATIONS**

THE FOLLOWING DIVISIONS CONTAIN DETAILED DESCRIPTIONS OF THE TECHNICAL REQUIREMENTS OF THE WORK. TOGETHER WITH THE DRAWINGS, THEY FORM THE BASIS OF THE TECHNICAL DETAILED DESCRIPTIONS OF THE WORK.

ARCHITECT

HABITECH ARCHITECTURE, LLC
Architecture · Building Systems · Planning
12 PINECREST DRIVE
MEDFORD, NEW JERSEY 08055

(609) 413-2566

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Suggested Bid From

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DIVISION 2 - SITE WORK

- 02070.....SELECTIVE DEMOLITION
- 02220.....EXCAVATING, BACKFILLING & COMPACTING

DIVISION 6 – WOOD & PLASTIC

- 06100.....ROUGH CARPENTRY
- 06730.....COMPOSITE DECKING

SECTION 01045

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section establishes general requirements pertaining to cutting (including excavating), fitting, patching of the Work required to:
 - 1. Make the several parts fit properly;
 - 2. Uncover work to provide for installing, inspecting, or both, of ill-timed work;
 - 3. Remove and replace work not conforming to requirements of the Contract Documents; and
 - 4. Remove and replace defective work.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. In addition to other requirements specified, upon the Architect's request uncover work to provide for inspection by the Architect of covered work, and remove samples of installed materials for testing.
 - 3. Do not cut or alter work performed under separate contracts without the Architect's written permission.

1.2 SUBMITTALS

- A. Request for Architect's consent:
 - 1. Prior to cutting which effects structural safety, submit written request to the Architect for permission to proceed with cutting.
 - 2. Should conditions of the Work, or schedule, indicate a required change of materials or methods for cutting and patching, so notify the Architect and secure his written permission and the required Change Order prior to proceeding.
- B. Notices to the Architect:
 - 1. Prior to cutting and patching performed pursuant to the Architect's instructions, submit cost estimate to the Architect. Secure the Architect's approval of cost estimates and type of reimbursement before proceeding with cutting and patching.
 - 2. Submit written notice to the Architect designating the time the Work will be uncovered, to provide for the Architect's observation.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. For replacement of items removed, use materials complying with pertinent Sections of these Specifications.

2.2 PAYMENT FOR COSTS

- A. The owner will reimburse the Contractor for cutting and patching performed pursuant to a written Change Order, after claim for such reimbursement is submitted by the Contractor. Perform other cutting and patching needed to comply with the Contract Documents at no additional cost to the Owner.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Inspection:
 - 1. Inspect existing conditions, including elements subject to movement or damage during cutting, excavating, patching, and back filling.
 - 2. After uncovering the work, inspect conditions effecting installation of new work.
- B. Discrepancies:

1. If uncovered conditions are not as anticipated, immediately notify the Architect and secure needed directions.
 2. Do not proceed until unsatisfactory conditions are corrected.
- 3.2 PREPARATION PRIOR TO CUTTING
- A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.
- 3.3 PERFORMANCE
- A. Perform required excavating and back filling as required under pertinent other Sections of these Specifications.
 1. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work.
 2. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

END OF SECTION

SECTION 01630
PRODUCT OPTIONS AND SUBSTITUTIONS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section describes product options available to bidders and the Contractor, plus procedures for securing approval of proposed substitutions.
- B. Related Work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, The Instructions to Bidders, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Form 00440 in the Bidding Documents provides space for bidders to propose substitutions prior to award of the Contract. These proposed substitutions shall be made in accordance with Section 00100.
 - 3. Make submittal in accordance with pertinent provisions of Section 01340 and Section 00100.

1.2 PRODUCT OPTIONS

- A. The Contract is based on standards of quality established in the Contract Documents.
 - 1. In agreeing to the terms and conditions of the contract, the Contractor has accepted a responsibility to verify that the specified products will be available and to place orders for all required materials in such a timely manner as is needed to meet his agreed construction schedule.
 - 2. Neither the Owner nor the Architect has agreed to the substitution of materials or methods called for in the Contract Documents, except as they may specifically otherwise state in writing prior to bid opening in accordance with Section 00100.
- B. Materials and/or methods specified by name:
 - 1. Where materials and/or methods specified by naming one single manufacturer and/or model number, without stating that equal products will be considered, only the material and/or method named is approved for incorporation into the work.
 - 2. Should the contractor demonstrate to the approval of the Architect that a specified material or method was ordered in a timely manner and will not be available in time for incorporation into this Work, the contractor shall submit to the Architect such data on proposed substitute materials and/or methods as are needed to help the Architect determine suitability of the proposed substitution.
- C. Where materials and/or methods are specified by name and/or model number:
 - 1. The material and/or method specified by name establishes the required standard of quality.
 - 2. Materials and/or methods proposed by the Contractor to be used in lieu of materials and/or methods so specified by name shall in all ways equal or exceed the qualities of the named materials and/or methods, and shall be proposed during the bidding period in accordance with Section 00150.
- D. The following products do not require further approval except for interface with the Work:
 - 1. Products selected in reference to standard specifications such as ASTM and similar standards.
 - 2. Products specified by manufacturer's name and catalog model number listed in the specification and those approved during the bidding period and listed in an addendum prior to receipt of bids.
- E. Where the phrase "or equal," or "or equal as approved by the Architect", occurs in the Contract Documents, do not assume that the materials, equipment, or methods will be approved as equal unless the item has been specifically so approved for this Work by the Architect as described in Section 00150.
- F. The decision of the Architect shall be final.

1.3 DELAYS

- A. Delays in construction arising by virtue of the non-availability of a specified material and/or method will not be considered by the Architect as justifying an extension of the agreed Time of Completion.

END OF SECTION

PRODUCT OPTIONS AND SUBSTITUTIONS
01630

SECTION 01830

MISCELLANEOUS MATERIALS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide miscellaneous materials where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Product data: Within 30 calendar days after the Contractor has received the Owner's Notice to Proceed, submit:
 - 1. Materials list of items proposed to be provided under this Section;
 - 2. Manufacturer's specifications and other data needed to prove compliance with the specified requirements;
 - 3. Shop Drawings in sufficient detail to show fabrication, installation, anchorage, and interface of the work of this Section with the work of adjacent trades;
 - 4. Manufacturer's recommended installation procedures which, when approved by the Architect, will become the basis for accepting or rejecting actual installation procedures used on the Work.

1.4 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2 - PRODUCTS

2.1 MISCELLANEOUS SCHEDULED MATERIALS

- A. Throughout the Drawings, various miscellaneous products may be scheduled or described which are required for a complete and proper installation. These miscellaneous products shall be furnished by the Contractor, subject to the approval of the Architect.

2.2 OTHER NON-SCHEDULED MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

- A. Install the work of this Section in strict accordance with the original design, the approved Shop Drawings, and the manufacturer's recommended installation procedures as approved by the Architect, anchoring all components firmly into position for long life under hard use.

SECTION 02070

SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Carefully demolish and remove from the site those items scheduled to be so demolished and removed.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.
 - 2. Section 01045: Cutting and patching.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2 - PRODUCTS

(No products are required in this Section)

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 DEMOLITION

- A. By careful study of the Contract Documents, determine the location and extent of selective demolition to be performed.
- B. In company with the Architect, visit the site and verify the extent and location of selective demolition required.
 - 1. Carefully identify limits of selective demolition.
 - 2. Mark interface surfaces as required to enable workmen also to identify items to be removed and items to be left in place intact.
- C. Prepare and follow an organized plan for demolition and removal of items.
 - 1. Shut off, cap, and otherwise protect existing public utility lines in accordance with the requirements of the public agency or utility having jurisdiction.
 - 2. Completely remove items scheduled to be so demolished and removed, leaving surfaces clean, solid, and ready to receive new materials specified elsewhere.
 - 3. In all activities, comply with pertinent regulations of governmental agencies having jurisdiction.
- D. Demolished material shall be considered to be property of the Contractor and shall be completely removed from the job site.
- E. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

3.3 REPLACEMENTS

- A. In the event of demolition of items not so scheduled to be demolished, promptly replace such items to the approval of the Architect and at no additional cost to the Owner.

END OF SECTION
SELECTIVE DEMOLITION
02070

SECTION 02220

EXCAVATING, BACKFILLING, AND COMPACTING

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Excavate, backfill, compact, and grade the site to the elevations shown on the Drawings, as specified herein, and as needed to meet the requirements of the construction shown in the Contract Documents.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division I of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Use equipment adequate in size, capacity, and numbers to accomplish the work of this Section in a timely manner.
- C. In addition to complying with requirements of governmental agencies having jurisdiction, comply with the directions of the soil engineer.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.

PART 2 - PRODUCTS

2.1 SOIL MATERIALS

- A. Fill and backfill materials:
 - 1. Provide soil materials free from organic matter and deleterious substances, containing no rocks or lumps over 6" in greatest dimension, and with not more than 15% of the rocks or lumps larger than 2-3/8" in their greatest dimension.
 - 2. Fill material is subject to the approval of the soil engineer, and is that material removed from excavations or imported from off-site borrow areas, predominantly granular, non-expansive soils free from roots and other deleterious matter.
 - 3. Do not permit rocks having a dimension greater than 1" in the upper 12" of fill or embankment.
 - 4. Cohesionless material used for structural backfill: Provide sand free from organic material and other foreign matter, and as approved by the soil engineer.
 - 5. Where granular base is called for under building slabs, provide aggregate complying with requirements of Section 03300 of these Specifications.

2.2 WEED KILLER

- A. Provide a dry, free-flowing, dust-free chemical compound, soluble in water, capable of inhibiting growth of vegetation, and approved for use on this Work by governmental agencies having jurisdiction.

2.3 TOPSOIL

EXCAVATING, BACKFILLING, AND COMPACTING

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- A. Where and if shown on the Drawings or otherwise required, provide topsoil consisting of friable, fertile soil of loamy character, containing an amount of organic matter normal to the region, capable of sustaining healthy plant life, and reasonably free from subsoil, roots, heavy or stiff clay, stones larger than 2" in greatest dimension, noxious weeds, sticks, brush, litter, and other deleterious matter.
- B. Obtain topsoil from sources within the project limits, or provide imported topsoil obtained from sources outside the project limits, or from both sources.

2.4 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 FINISH ELEVATIONS AND LINES

- A. Comply with pertinent provisions of Section 01050.

3.3 PROCEDURES

- A. Utilities:
 1. Unless shown to be removed, protect active utility lines shown on the Drawings or otherwise made known to the Contractor prior to excavating. If damaged, repair or replace at no additional cost to the Owner.
 2. If active utility lines are encountered, and are not shown on the Drawings or otherwise made known to the Contractor, promptly take necessary steps to assure that service is not interrupted.
 3. If service is interrupted as a result of work under this Section, immediately restore service by repairing the damaged utility at no additional cost to the Owner.
 4. If existing utilities are found to interfere with the permanent facilities being constructed under this Section, immediately notify the Architect and secure his instructions.
 5. Do not proceed with permanent relocation of utilities until written instructions are received from the Architect.
- B. Protection of persons and property:
 1. Barricade open holes and depressions occurring as part of the Work, and post warning lights on property adjacent to or with public access.
 2. Operate warning lights during hours from dusk to dawn each day and as otherwise required.
 3. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, washout, and other hazards created by operations under this Section.
- C. Dewatering:
 1. Remove all water, including rain water, encountered during trench and sub-structure work to an approved location by pumps, drains, and other approved methods.
 2. Keep excavations and site construction area free from water.
- D. Use means necessary to prevent dust becoming a nuisance to the public, to neighbors, and to other work being performed on or near the site.

E. Maintain access to adjacent areas at all times.

3.4 EXCAVATING

A. Perform excavating of every type of material encountered within the limits of the Work to the lines, grades, and elevations indicated and specified herein.

B. Satisfactory excavated materials:

1. Transport to, and place in, fill or embankment areas within the limits of the Work.

C. Unsatisfactory excavated materials:

1. Excavate to a distance below grade as directed by the soil engineer, and replace with satisfactory materials.
2. Include excavation of unsatisfactory materials, and replacement by satisfactory materials, as parts of the work of this Section.

D. Surplus materials:

1. Dispose of unsatisfactory excavated material, and surplus satisfactory excavated material, away from the site at disposal areas arranged and paid for by the Contractor.

E. Excavation of rock:

1. Where rocks, boulders, granite, or similar material is encountered, and where such material cannot be removed or excavated by conventional earth moving or ripping equipment, take required steps to proceed with the general grading operations of the Work, and remove or excavate such material by means which will neither cause additional cost to the Owner nor endanger buildings or structures whether on or off the site.
2. Do not use explosives without written permission from the Architect.

F. Excavate and backfill in a manner and sequence that will provide proper drainage at all times.

G. Borrow:

1. Obtain material required for fill or embankment in excess of that produced within the grading limits of the Work from borrow areas selected and paid for by the Contractor and approved by the soil engineer.

H. Ditches and gutters:

1. Cut accurately to the cross sections, grades, and elevations shown.
2. Maintain excavations free from detrimental quantities of leaves, sticks, trash, and other debris until completion of the Work.
3. Dispose of excavated materials as shown on the Drawings or directed by the soil engineer; except do not, in any case, deposit materials less than 3'-0" from the edge of a ditch.

I. Unauthorized excavation:

1. Unauthorized excavation consists of removal of materials beyond indicated subgrade elevations or dimensions without specific instruction from the Architect or the soil engineer.
2. Under footings, foundations, or retaining walls:
 - a. Fill unauthorized excavations by extending the indicated bottom elevation of the footing or base to the excavation bottom, without altering the required top elevation.
 - b. When acceptable to the soil engineer, lean concrete fill may be used to bring the bottom elevation to proper position.
3. Elsewhere, backfill and compact unauthorized excavations as specified for authorized excavations, unless otherwise directed by the soil engineer.

J. Stability of excavations:

1. Slope sides of excavations to 1:1 or flatter, unless otherwise directed by the soil engineer.
2. Shore and brace where sloping is not possible because of space restrictions or stability of the

EXCAVATING, BACKFILLING, AND COMPACTING

materials being excavated.

3. Maintain sides and slopes of excavations in a safe condition until completion of backfilling.

K. Shoring and bracing:

1. Provide materials for shoring and bracing as may be necessary for safety of personnel, protection of work, and compliance with requirements of governmental agencies having jurisdiction.
2. Maintain shoring and bracing in excavations regardless of the time period excavations will be open.
3. Carry shoring and bracing down as excavation progresses.

L. Excavating for structures:

1. Conform to elevations and dimensions shown within a tolerance of 0.10 ft, and extending a sufficient distance from footings and foundations to permit placing and removing concrete formwork, installation of services, other construction required, and for inspection.
2. In excavating for footings and foundations, take care not to disturb bottom of excavation:
 - a. Excavate by hand tools to final grade just before concrete is placed.
 - b. Trim bottoms to required lines and grades to leave solid base to receive concrete.
3. Excavate for footings and foundations only after general site excavating, filling, and grading are complete.

M. Excavating for pavements:

1. Cut surface under pavements to comply with cross sections, elevations, and grades.

N. Cold weather protection:

1. Protect excavation bottoms against freezing when atmospheric temperature is less than 35 degrees F.

3.5 FILLING AND BACKFILLING

A. General:

1. For each classification listed below, place acceptable soil material in layers to required subgrade elevations.
2. In excavations:
 - a. Use satisfactory excavated or borrow material.
3. Under asphalt pavements:
 - a. Use subbase materials.
4. Under building slabs:
 - a. Use granular fill, if so called for on the Drawings, complying with aggregate acceptable under Section 03300 of these Specifications.

B. Backfill excavations as promptly as progress of the Work permits, but not until completion of the following.

1. Acceptance of construction below finish grade including, where applicable, dampproofing and waterproofing.
2. Inspecting, testing, approving, and recording locations of underground utilities.
3. Removing concrete formwork.
4. Removing shoring and bracing, and backfilling of voids with satisfactory materials.
5. Removing trash and debris.
6. Placement of horizontal bracing on horizontally supported walls.

C. Ground surface preparation:

1. Remove vegetation, debris, unsatisfactory soil materials, obstructions, and deleterious matter from ground surface prior to placement of fills.
2. Plow, strip, or break up sloped surfaces steeper than one vertical to four horizontal so that fill material will bond with existing surface.
3. When existing ground surface has a density less than that specified under "compacting" for the particular area, break up the ground surface, pulverize, moisture-condition to the optimum

EXCAVATING, BACKFILLING, AND COMPACTING

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moisture content, and compact to required depth and percentage of maximum density.

- D. Placing and compacting:
1. Place backfill and fill materials in layers not more than 8" in loose depth.
 2. Before compacting, moisten or aerate each layer as necessary to provide the optimum moisture content.
 3. Compact each layer to required percentage of maximum density for area.
 4. Do not place backfill or fill material on surfaces that are muddy, frozen, or containing frost or ice.
 5. Place backfill and fill materials evenly adjacent to structures, to required elevations.
 6. Take care to prevent wedging action of backfill against structures by carrying the material uniformly around the structure to approximately the same elevation in each lift.
 7. Where the construction includes basement or other underground walls having structural floors over them, do not backfill such walls until the structural floors are in place and have attained sufficient strength to support the walls.

3.6 GRADING

- A. General:
1. Uniformly grade the areas within limits of grading under this Section, including adjacent transition areas.
 2. Smooth the finished surfaces within specified tolerance.
 3. Compact with uniform levels or slopes between points where elevations are shown on the Drawings, or between such points and existing grades.
 4. Where a change of slope is indicated on the Drawings, construct a rolled transition section having a minimum radius of approximately 8'0", unless adjacent construction will not permit such a transition, or if such a transition defeats positive control of drainage.
- B. Grading outside building lines:
1. Grade areas adjacent to buildings to achieve drainage away from the structures, and to prevent ponding.
 2. Finish the surfaces to be free from irregular surface changes, and:
 - a. Shape the surface of areas scheduled to be under walks to line, grade, and cross-section, with finished surface not more than 0.10 ft above or below the required subgrade elevation.
 - b. Shape the surface of areas scheduled to be under pavement to line, grade, and cross-section, with finished surface not more than 0.05 ft above or below the required subgrade elevation.

3.7 COMPACTING

- A. Control soil compaction during construction to provide the minimum percentage of density specified for each area as determined according to ASTM D1557.
- B. Provide not less than the following maximum density of soil material compacted at optimum moisture content for the actual density of each layer of soil material in place, and as approved by the soil engineer.
1. Structures:
 - a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
 2. Lawn and unpaved areas:
 - a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
 - b. Compact the upper 12" of filled areas, or natural soils exposed by excavating, at 85% of maximum density.
 3. Walks:
 - a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
 4. Pavements:

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- a. Compact the top 8" of subgrade and each layer of fill material or backfill material at 90% of maximum density.
- C. Moisture control:
 - 1. Where subgrade or layer of soil material must be moisture-conditioned before compacting, uniformly apply water to surface of subgrade or layer of soil material to prevent free water appearing on surface during or subsequent to compacting operations.
 - 2. Remove and replace, or scarify and air dry, soil material that is too wet to permit compacting to the specified density.
 - 3. Soil material that has been removed because it is too wet to permit compacting may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing, or pulverizing until moisture content is reduced to a satisfactory value as determined by moisture-density relation tests approved by the soil engineer.

3.8 FIELD QUALITY CONTROL

- A. Secure the soil engineer's inspection and approval of subgrades and fill layers before subsequent construction is permitted thereon.
- B. Provide at least the following tests to the approval of the soil engineer:
 - 1. At paved areas, at least one field density test for every 2000 sq ft of paved area, but not less than three tests;
 - 2. In each compacted fill layer, one field density test for every 2000 sq ft of overlying paved area, but not less than three tests.
- C. If, in the soil engineer's opinion based on reports of the testing laboratory, subgrade or fills which have been placed are below specified density, provide additional compacting and testing under the provisions of Section 01410 of these Specifications.

3.9 MAINTENANCE

- A. Protection of newly graded areas:
 - 1. Protect newly graded areas from traffic and erosion, and keep free from trash and weeds;
 - 2. Repair and reestablish grades in settled, eroded, and rutted areas to the specified tolerances.
- B. Where completed compacted areas are disturbed by subsequent construction operations or adverse weather, scarify the surface, reshape, and compact to the required density prior to further construction.

3.10 CERTIFICATION

- A. Upon completion of this portion of the Work, and as a condition of its acceptance, deliver to the Architect a written report from the soil engineer certifying that the compaction requirements have been obtained. State in the report the area of fill or embankment, the compaction density obtained, and the type or classification of fill material placed.

END OF SECTION

SECTION 06100

ROUGH CARPENTRY

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: Provide wood, nails, bolts, screws, framing anchors and other rough hardware, and other items needed, and perform rough carpentry for the construction shown on the Drawings, as specified herein, and as needed for a complete and proper installation.
- B. Related work:
 - 1. Documents affecting work of this Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Codes and standards:
 - 1. In addition to complying the pertinent codes and regulations of governmental agencies having jurisdiction, unless otherwise specifically directed or permitted by the Architect comply with:
 - a. "Product Use Manual" of the Western Wood Products Association for selection and use of products included in that manual;
 - b. "Plywood Specification and Grade Guide" of the American Plywood Association;
 - c. "Standard Specifications for Grades of California Redwood Lumber" of the Redwood Inspection Bureau for Redwood, when used.

1.3 PRODUCT HANDLING

- A. Comply with pertinent provisions of Section 01640.
- B. Protection:
 - 1. Deliver the materials to the job site and store, in a safe area, out of the way of traffic, and shored up off the ground surface.
 - 2. Identify framing lumber as to grades, and store each grade separately from other grades.
 - 3. Protect metals with adequate waterproof outer wrapping.
 - 4. Use extreme care in off loading of lumber to prevent damage, splitting, and breaking of materials.

PART 2 - PRODUCTS

2.1 GRADE STAMPS

- A. Identify framing lumber by the grade stamp of the West Coast Lumber Inspection Bureau, or such other grade stamp as is approved in advance by the Architect.
- B. Identify plywood as to species, grade, and glue type by the stamp of the American Plywood Association.
- C. Identify other materials of this Section by the appropriate stamp of the agency approved in advance by the Architect.

2.2 MATERIALS

- A. Provide materials in the quantities needed for the Work shown on the Drawings, and meeting or exceeding the following standards of quality:
1. Horizontal framing members: Hem Fir, No. 2 and better, Construction grade.
 2. Vertical framing members: Hem Fir, Standard grade.
 3. Plywood:
 - a. Sheathing: Structural II, C-C, exterior; or standard sheathing with exterior glue.
 - b. Floor deck: Structure II, A-D, Exterior.
 - c. Underlayment: Underlayment grade, exterior glue.
 - d. Telephone backboard: 3/4" thick, A-D, group 1, interior.
 4. Building paper: Kraft paper complying with Fed Spec UU_B_790a.
 5. Wood preservative: Ammoniacal copper arsenite, or 5% solution of pentachlorophenol.
 6. Rough hardware:
 - a. Steel items:
 - (1) Comply with ASTM A7 or ASTM A36.
 - (2) Use galvanized at exterior locations.
 - b. Machine bolts: Comply with ASTM A307.
 - c. Lag bolts: Comply with Fed Spec FF_B_561.
 - d. Nails:
 - (1) Use common except as otherwise noted.
 - (2) Comply with Fed Spec FF_N_1.
 - (3) Use galvanized at exterior locations.
 - e. Joist hangers: Simpson, Teco, or equal as approved by the Architect.
 7. Exterior gypsum sheathing: Butt edge, 1/2" thick, complying with ASTM C630.

2.3 OTHER MATERIALS

- A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 - EXECUTION

3.1 SURFACE CONDITIONS

- A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 DELIVERIES

- A. Stockpile materials sufficiently in advance of need to assure their availability in a timely manner for this Work.
- B. Make as many trips to the job site as are needed to deliver materials of this Section in a timely manner to ensure orderly progress of the Work.

3.3 COMPLIANCE

- A. Do not permit materials not complying with the provisions of this Section to be brought onto or to be stored at the job site.
- B. Promptly remove noncomplying materials from the job site and replace with materials meeting the requirements of this Section.

3.4 WORKMANSHIP

- A. Produce joints which are tight, true, and well nailed, with members assembled in accordance with the Drawings and with pertinent codes and regulations.
- B. Selection of lumber pieces:
 - 1. Carefully select the members.
 - 2. Select individual pieces so that knots and obvious defects will not interfere with placing bolts or proper nailing, and will allow making of proper connections.
 - 3. Cut out and discard defects which render a piece unable to serve its intended function.
 - 4. Lumber may be rejected by the Architect, whether or not it has been installed, for excessive warp, twist, bow, crook, mildew, fungus, or mold, as well as for improper cutting and fitting.
- C. Do not shim any framing component.

3.5 GENERAL FRAMING

- A. General:
 - 1. In addition to framing operations normal to the fabrication and erection indicated on the Drawings, install wood blocking and backing required for the work of other trades.
 - 2. Set horizontal and sloped members with crown up.
 - 3. Do not notch, cut, or bore members for pipes, ducts, or conduits, or for other reasons except as shown on the Drawings or as specifically approved in advance by the Architect.
- B. Bearings:
 - 1. Make bearings full unless otherwise indicated on the Drawings.
 - 2. Finish bearing surfaces on which structural members are to rest so as to give sure and even support.
 - 3. Where framing members slope, cut or notch the ends as required to give uniform bearing surface.

3.6 BLOCKING AND BRIDGING

- A. Install blocking as required to support items of finish and to cut off concealed draft openings, both vertical and horizontal, between ceiling and floor areas.
- B. Bridging:
 - 1. Install wood cross bridging (not less than 2" x 3" nominal), metal cross bridging of equal strength, or solid blocking where the span exceeds 8' -0".
 - 2. Provide maximum distance of 8' -0" between a line of bridging and a bearing.
 - 3. Cross bridging may be omitted for roof and ceiling joists where the omission is permitted by code, except where otherwise indicated on the Drawings.
 - 4. Install solid blocking between joists at points of support and wherever sheathing is discontinuous. Blocking may be omitted where joists are supported on metal hangers.

3.7 ALIGNMENT

- A. On framing members to receive a finished surface, align the finish subsurface to vary not more than 1/8" from the plane of surfaces of adjacent furring and framing members.

3.8 INSTALLATION OF PLYWOOD SHEATHING

- A. Placement:
 - 1. Place plywood with face grain perpendicular to supports and continuously over at least two supports, except where otherwise shown on the Drawings.
 - 2. Center joints accurately over supports, unless otherwise shown on the Drawings.
- B. Protect plywood from moisture by use of waterproof coverings until the plywood in turn has been

covered with the next succeeding component or finish.

3.9 FASTENING

A. Nailing:

1. Use only common wire nails or spikes of the dimension shown on the BOCA "Recommended Nailing Schedule, except where otherwise specifically noted on the Drawings.
2. For conditions not covered in the Nailing Schedule provide penetration into the piece receiving the point of not less than $\frac{1}{2}$ the length of the nail or spike, provided, however, that 16d nails may be used to connect two pieces of 2" (nominal) thickness.
3. Nail without splitting wood.
4. Pre-bore as required.
5. Remove split members and replace with members complying with the specified requirements.

B. Bolting:

1. Drill holes $\frac{1}{16}$ " larger in diameter than the bolts being used.
2. Drill straight and true from one side only.
3. Do not bear bolts threads on wood, but use washers under head and nut where both bear on wood, and use washers under all nuts.

C. Screws:

1. For lag screws and wood screws, pre-bore holes same diameter as root of threads, enlarging holes to shank diameter for length of shank.

END OF SECTION

SECTION 06730
COMPOSITE DECKING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.2 SUMMARY

A. Section Includes:

- 1. **Composite** decking.
- 2. Decking fastening system.

B. Related Requirements:

- 1. Section 06100 "Rough Carpentry" for wood framing, furring, blocking, and other carpentry work not exposed to view.

1.3 ACTION SUBMITTALS

- A. Product Data: For **composite** decking and decking fastening system components. Include installation instructions.

1.4 INFORMATIONAL SUBMITTALS

- A. Evaluation Reports: For the following, from ICC-ES:

- 1. **Composite** decking.
- 2. Decking fastening system.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Store materials under cover and protected from weather and contact with damp or wet surfaces. Stack materials flat with spacers between each bundle to provide air circulation. Provide for air circulation around stacks and under coverings.
- B. Handle and store decking materials to comply with manufacturer's written instructions.

1.6 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of decking system that fail in materials or workmanship within specified warranty period.

- 1. Failures include, but are not limited to, the following:

- a. Structural failures, including cracking, splitting, and deforming.
- 2. Warranty Period: **10** years from date of Substantial Completion.
- B. Fade and Stain Warranty: Provide manufacturer's warranty against color fade and permanent staining within warranty period.
 - 1. Fading is defined as loss of color of more than **4** Hunter color-difference units as measured in accordance with ASTM D2244.
 - 2. Warranty Period: **50** years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 DIMENSION LUMBER FRAMING

- A. Deck **and Stair** Framing: As specified in Section 06100.

2.2 PLASTIC DECKING

- A. Basis-of-Design Product: Subject to compliance with requirements, provide AZEK Building Products; TimberTech AZEK **Harvest** Collection or comparable product by one of the following:
 - 1. CertainTeed Corporation.
 - 2. Crawford Industries, LLC.
 - 3. Deceuninck North America.
 - 4. Fiberon.
 - 5. Green Bay Decking.
 - 6. Midwest Manufacturing Extrusion.
 - 7. Millennium Decking Inc.
 - 8. Premium Composites LLC.
 - 9. Rhino Deck.
 - 10. Tamko Building Products, Inc.
 - 11. Thermal Industries, Inc.
 - 12. TimberTech.
 - 13. Trex Company, Inc.
 - 14. Universal Forest Products, Inc.
 - 15. Weyerhaeuser Company.
- B. All-Plastic Decking: Solid capped four-sided shapes made from HDPE, PVC, polystyrene, or cellular PVC; with no cellulose fiber.
 - 1. Decking Standard: ICC-ES AC174.
 - 2. Decking Size: 1 by 5-1/2 inches (25 by 140 mm) & actual 1 by 7-1/4 inches (25 by 188 mm) actual.
 - 3. Decking Length: See Drawings.
 - 4. Configuration: Provide product with **square edges**.
 - 5. Surface Texture: **Embossed woodgrain**.
 - 6. Color: Slate Gray.

7. Fascia Board: 1/2 by 11-3/4 inches by 12 ft. (12.7 by 298.5 mm by 3.66 m) actual matching decking color.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
- B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

- A. Clean substrates of projections and substances detrimental to application.

3.3 INSTALLATION

- A. Set work to required levels and lines, with members plumb, true to line, cut, and fitted. Fit work to other construction; scribe and cope as needed for accurate fit.
- B. Install decking **and stair treads** in accordance with manufacturer's written instructions.
- C. Secure decking to wood framing with **exposed fasteners**.
- D. Provide blocking and framing as indicated and as required to support facing materials, fixtures, specialty items, and trim.
- E. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced and with adjacent rows staggered.

END OF SECTION 067300