



**Sayreville Housing for Seniors
Corporation**
“Gillette Manor”

**650 Washington Road
Sayreville, NJ 08872
732-316-0177
732-721-0062 fax**

REQUEST FOR PROPOSALS

for

Second Floor Common Hallway Flooring Upgrades

at

Gillette Manor

in

Sayreville, New Jersey

Proposals due by 2:00 p.m. on Tuesday, August 20, 2024

ARCHITECT

**HABITECH ARCHITECTURE, LLC
Architecture • Building Systems • Planning
12 PINECREST DRIVE
MEDFORD, NEW JERSEY 08055
(609) 413-2566**

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Sayreville Housing Authority
Request for Proposals
Gillette Manor Second Floor Common Hallway Upgrades

INTRODUCTION- The Sayreville Housing Authority (the “Authority”) is requesting proposals from qualified Contractors for the second floor common hallway flooring upgrades at Gillette Manor located at 650 Washington Road in Sayreville, NJ 08872 as per the Scope of Work below included herein. All permitting fees, if any are required, will be paid for by the contractor with no expense to the Authority.

SCOPE OF WORK- The scope of work shall minimally include the labor, materials and equipment to upgrade the second floor common hallway flooring:

- a. Remove existing carpeting and cove base from the common hallway of the second floor only at Gillette Manor.
- b. Install new LVT/LVP flooring and cove base in the common hallway of the second floor only at Gillette Manor. Prior to installing flooring, inspect and repair existing subfloor and then install new 1/4” flooring underlayment.

QUALIFICATIONS – The Contractor must:

Be licensed to do business in the State of New Jersey and demonstrate that they, or their principles assigned to the project, have successfully completed services similar to the work requested. Please submit a completed Qualifications Questionnaire, attached herein, with proposals.

Be insured as required by state and federal regulations.

Be registered as a Public Works Contractor with the Department of Labor. The Public Works Contractor Registration Act (PWCRA) requires that all contractors, including named subcontractors, to register with the Department of Labor prior to submitting price proposals or engaging on certain public works contracts that exceed the prevailing wage threshold of \$2,000.00 for authorities. More information may be found at http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw_cont_reg.html. Bidders are responsible for checking for updates to the rates, if any, in order to submit an accurate proposal.

PRE-BID MEETING Site visits shall be by appointment only. Interested parties may email Brenda@sayrevilleha.org or call 732-316-0177 to make an appointment to visit the site.

BONDING REQUIREMENTS: NONE

PROPOSAL SUBMISSION Proposals are due by 2:00 PM on Tuesday, August 20, 2024 by mail or delivery to:

Sayreville Housing Authority
650 Washington Road
Sayreville, NJ 08872

“Proposal for Gillette Manor Second Floor Common Hallway Flooring Upgrades”

Proposals may also be emailed to Brenda@sayreville.org.

Proposals are to minimally include:

- Proposal form
- Qualification Questionnaire
- Business Registration Certificate
- Public Works Contractor Registration Certificate

PUBLIC NOTICE: The following public notice was advertised in the Asbury Park Press on 8/6/24 & 8/13/24:

Public Notice-Request for Proposals
Sayreville Housing Authority
Gillette Manor Second Floor Common Hallway Flooring Upgrades

The Sayreville Housing Authority (the "Authority") is requesting proposals from qualified Contractors for the Gillette Manor second floor common hallway flooring upgrades at Gillette Manor located at 650 Washington Road in Sayreville, NJ 08872 as per the Scope of Work included in the Request for Proposals (RFP).

Interested parties may download the RFP from www.SayrevilleHA.org. Proposals will be received until 2:00 p.m. on Tuesday, August 20, 2024 and shall be submitted as requested in the RFP. Site visits shall be by appointment only. Proposers 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 invites the participation of Minority-Owned Business Enterprises in this solicitation and reserves the right to reject any or all bids or to waive any informality in bidding.

Form of Contract-SAMPLE ONLY
Contract
Gillette Manor Second Floor Common Hallway Flooring Upgrades

This **AGREEMENT** made this 20th day of August in the year 2024 by and between

Contractor

hereinafter called the "Contractor," and the

Sayreville Housing Authority
650 Washington Road, Sayreville, New Jersey 0887

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 second floor common hallway flooring upgrades at Gillette Manor located on 650 Washington Road in Sayreville, NJ 08872 as per the Scope of Work included in the Request for Proposals dated August 20, 2024 which is incorporated herein by reference and made a part hereof.

Article 2. Time of Completion. The contractor must complete all work within 30 days of the contractor's receipt of the 'Notice to Proceed'.

Article 3. Performance of Work. Work shall be performed during the Authority's standard business hours from 8:30 AM to 4:30 PM unless otherwise agreed upon between the Authority and Contractor.

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

All work shall be performed in accordance with federal, State, County and local statutes, regulations and codes presently established or as may be established during the term of this contract. If the Contractor performs any work contrary to any federal, State, County or local statute, ordinance, regulation or code, he shall assume full responsibility and shall bear any and all costs attributable thereto.

The Contractor shall be responsible to apply for and secure any and all permits required by governing authorities to perform the work.

The Contractor shall not sub-contract any work under this contract without express prior written approval of the Authority.

The Contractor shall at all times keep the work area orderly and free from accumulations of waste materials. After completing work each day, 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 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.

Article 5. Rates and Payments. The Authority shall pay the Contractor for all work a lump sum fee of _____ (\$0.00). The fee shall be inclusive of all costs for materials, labor, tools and equipment.

The Contractor shall submit an invoice upon satisfactory completion of all work. Payment shall be due within 30 days of receipt of the invoice by the Authority.

Article 6. Insurance. In accordance with State law, before performing any work, the Contractor shall furnish the Authority with certificates of insurance naming the Sayreville Housing Authority as additional insured 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 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 \$500,000.00 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.

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. Warranty. Contractor shall supply a one-year warranty on installation and specific manufacturer's warranty on applicable products.

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

1. This instrument; and
2. Request for Proposals date August 20, 2024;
3. Contractor's Proposal dated August 20, 2024.

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 _____

In the presence of:

_____ by _____

Douglas G. Dzema, PHM
Executive Director
Sayreville Housing Authority

Proposal Form

Proposal for: Gillette Manor Second Floor Common Hallway Flooring Upgrades

TO: Sayreville Housing Authority
650 Washington Road, New Jersey 08872

FROM:

Company Name of Bidder

Federal Employer Identification Number (FEIN)

Street Address

City, State - Zip Code

Contact Name / Telephone Number

Fax Number / Email Address

The undersigned, having read the entire Request for Proposals, and addenda, if any, thereto, and having investigated the local conditions affecting the cost of the work, hereby propose to furnish all labor, materials, services, equipment and related items to complete all work for the Gillette Manor Second Floor Common Hallway Flooring Upgrades in accordance therewith at the following lump sum price:

_____ dollars and _____ cents (\$_____.____)

This Proposal is accompanied by

- (1) Qualification Questionnaire;
- (2) New Jersey Business Registration Certificate
- (3) Public Works Contractor Registration Certificate

In submitting this proposal, it is understood that the Sayreville Housing Authority reserves the right to reject any and all offers. If written notice of the acceptance of this proposal is mailed, telegraphed or delivered to the undersigned within 60 days after the opening thereof, or at any time thereafter before this proposal is withdrawn, the undersigned agrees to execute and deliver a Contract in prescribed form within 10 days after the contract is presented to him for signature.

Signature of Offeror - Title

Date

Qualification Questionnaire

Proposal for: Gillette Manor Second Floor Common Hallway Upgrades

Name of Offeror: _____

(a) It shall be necessary for the offeror to present evidence that he has been in business for at least 2 years in this field and can submit a suitable record of satisfactorily completing similar contracts.

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

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

(c) If a corporation, answer the following:

Date of incorporation: _____

State of Incorporation: _____

President's Name: _____

Vice President's Name(s): _____

(d) If a partnership, answer the following:

Date of Organization: _____

(e) If the contract is awarded to your firm, who will personally supervise the work?

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

(g) Give trade references:

(h) Give bank references:

(i) Give full information concerning all of your contracts in progress or completed within the last 3 years, whether private or government contracts.

OWNER/LOCATION	DESCRIPTION	CONTRACT AMOUNT
_____	_____	_____
_____	_____	_____

State of _____

County of _____

_____ being first duly sworn deposes and says:
(Individual's Name)

THAT he is _____ of
(Owner, Officer or Partner)

(Firm Name)

and that he hereby authorizes and requests any person, firm or corporation to furnish any information requested by the Sayreville Housing Authority in verification of the recitals comprising this Statement of Offeror's Qualification; and that all answers to the foregoing questions and all statements therein contained are true and correct.

(Signature of Offeror)

Subscribed and sworn to before me, this _____ day of _____, in the year _____

Notary Public

My Commission expires _____

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**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

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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 01200

PROJECT MEETINGS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Work included: To enable orderly review during progress of the Work, and to provide for systematic discussion of problems, the Architect and/or Owner's Representative may conduct project meetings throughout the construction period.
- 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. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and normally are not part of project meetings' content.

1.2 SUBMITTALS

- A. Agenda items: To the maximum extent practicable, advise the Architect at least 24 hours in advance of project meetings regarding items to be added to the agenda.
- B. Minutes:
1. The Architect will compile minutes of each project meeting, and will furnish three copies to the Contractor and required copies to the Owner.
 2. Recipients of copies may make and distribute such other copies as they wish.

1.3 QUALITY ASSURANCE

- A. For those persons designated by the Contractor to attend and participate in project meetings, provide required authority to commit the Contractor to solutions agreed upon in the project meetings.

PART 2 - PRODUCTS

(No products are required in this Section)

PART 3 - EXECUTION

3.1 MEETING SCHEDULE

- A. Except as noted below for Preconstruction Meeting, project meetings will be held as required by the Architect and/or Owner's Representative.
- B. Coordinate as necessary to establish mutually acceptable schedule for meetings.

3.2 MEETING LOCATION

- A. The Architect will establish the meeting location. To the maximum extent practicable, meetings will be held at the job site.

3.3 PRECONSTRUCTION MEETING

- A. Preconstruction Meeting will be scheduled to be held within 7 working days after the Owner has issued the Notice to Proceed.
1. Provide attendance by authorized representatives of the Contractor and major subcontractors.
 2. The Architect will advise other interested parties, including the Owner, and request their attendance.

- B. Minimum agenda: Data will be distributed and discussed on at least the following items.
1. Organizational arrangement of Contractor's forces and personnel, and those of subcontractor's, materials suppliers, and Architect.
 2. Channels and procedures for communication.
 3. Construction schedule, including sequence of critical work.
 4. Contract Documents, including distribution of required copies of original Documents and revisions.
 5. Processing of Shop Drawings and other data submitted to the Architect for review.
 6. Processing of Bulletins, field decisions, and Change Orders.
 7. Rules and regulations governing performance of the Work; and
 8. Procedures for safety and first aid, security, quality control, housekeeping, and related matters.

3.4 PROJECT MEETINGS

A. Attendance:

1. To the maximum extent practicable, assign the same person or persons to represent the Contractor at project meetings throughout progress of the Work.
2. Subcontractor's, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.

B. Minimum agenda:

1. Review, revise as necessary, and approve minutes of previous meetings.
2. Review progress of the Work since last meeting, including status of submittals for approval.
3. Identify problems which impede planned progress.
4. Develop corrective measures and procedures to regain planned schedule.
5. Complete other current business.

C. Revisions to minutes:

1. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.
2. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.
3. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA, AND SAMPLES

PART 1 - GENERAL

1.1 SUMMARY

- A. Make submittals required by the Contract Documents, and revise and resubmit as necessary to establish compliance with the specified requirements, all as described in this Section.
- 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. Individual requirements for submittals also may be described in pertinent Sections of these Specifications.
- C. Work not included:
 - 1. Submittals not required will not be reviewed by the Architect.
 - 2. The Contractor may require his subcontractors to provide drawings, setting diagrams, and similar information to help coordinate the Work, but such data shall remain between the Contractor and his subcontractors and will not be reviewed by the Architect unless specifically called for within the Contract Documents.

1.2 SUBMITTALS

- A. Make submittals of Shop Drawings, Samples, substitution requests, and other items in accordance with the provisions of this Section.

1.3 QUALITY ASSURANCE

- A. Coordination of submittals:
 - 1. Prior to each submittal, carefully review and coordinate all aspects of each item being submitted.
 - 2. Verify that each item and the submittal for it conform in all respects with the specified requirements.
 - 3. By affixing the Contractor's signature to each submittal, certify that this coordination has been performed.

PART 2 - PRODUCTS

2.1 SHOP DRAWINGS

- A. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.

2.2 MANUFACTURER'S LITERATURE

- A. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.
- B. Submit the number of copies which are required to be returned, plus one copy which will be retained by the Architect.

2.3 SAMPLES

- A. Provide Sample or Samples identical to the precise article proposed to be provided. Identify as described under "Identification of submittals" below.
- B. Number of Samples required:

1. Unless otherwise specified, submit Samples in the quantity which is required to be returned, plus one which will be retained by the Architect.
2. By prearrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

2.4 COLORS AND PATTERNS

- A. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Architect for selection.

PART 3 - EXECUTION

3.1 IDENTIFICATION OF SUBMITTALS

- A. Consecutively number all submittals.
 1. When material is resubmitted for any reason, transmit under a new letter of transmittal and with a new transmittal number.
 2. On re-submittals, cite the original submittal number for reference.
- B. Accompany each submittal with a letter of transmittal showing all information required for identification and checking.
- C. On at least the first page of each submittal, and elsewhere as required for positive identification, show the submittal number in which the item was included.
- D. Submittal log:
 1. Maintain an accurate submittal log for the duration of the Work, showing current status of all submittals at all times.
 2. Make the submittal log available to the Architect for the Architect's review upon request.

3.2 GROUPING OF SUBMITTALS

- A. Unless otherwise specified, make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.
 1. Partial submittals may be rejected as not complying with the provisions of the Contract.
 2. The Contractor may be held liable for delays so occasioned.

3.3 TIMING OF SUBMITTALS

- A. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and re-submittals, and for placing orders and securing delivery.
- B. In scheduling, allow at least ten working days for review by the Architect following the Architect's receipt of the submittal.

END OF SECTION

SECTION 01545

CONTRACTOR'S USE OF THE PREMISES

PART 1 - GENERAL

1.1 SUMMARY

A. This Section applies to all situations in which the Contractor or his representatives including, but not necessarily limited to, suppliers, subcontractors, employees, and field engineers, enter upon the Owner's property.

B. Related work:

1. Documents affecting work of the Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.

1.2 SUBMITTALS

A. Maintain an accurate record of the names and identification of all persons entering upon the Owner's property in connection with the Work of this Contract, including times of entering and times of leaving, and submit a copy of the record to the Owner daily.

1.3 QUALITY ASSURANCE

A. Promptly upon award of the Contract, notify all pertinent personnel regarding requirements of this Section.

B. Require that all personnel who will enter upon the Owner's property certify their awareness of and familiarity with the requirements of this Section.

1.4 TRANSPORTATION FACILITIES

A. Contractor's vehicles shall not be permitted to park on the grounds. Any damage to the grounds caused by the contractor and/or subcontractors shall be repaired at no cost to the Owner.

B. Truck and equipment access:

1. To avoid traffic conflict with vehicles of the Owner's employees and customers, and to avoid over-loading of streets and driveways elsewhere on the Owner's property, limit the access of trucks and equipment to the route(s) established by the Owner.
2. Provide adequate protection for curbs and sidewalks over which trucks and equipment pass to reach the job site

C. Contractor's vehicles:

1. Require Contractor's vehicles, vehicles belonging to employees of the Contractor, and all other vehicles entering upon the Owner's property in performance of the Work of the Contract, to use only the Access Route(s) established by the Owner.
2. Do not permit such vehicles to park on any street or other area of the Owner's property unless otherwise allowed by the Owner in writing.

1.5 SECURITY

A. Restrict the access of all persons entering upon the Owner's property in connection with the Work to the Access Route and to the actual site of the Work.

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

SECTION 01640
STORAGE AND PROTECTION

PART 1 - GENERAL

1.1 SUMMARY

- A. Protect products scheduled for use in the Work by means including, but not necessarily limited to, those described in this Section.
- B. Related work:
 - 1. Documents affecting work of the Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Additional procedures also may be prescribed in other Sections of these Specifications.

1.2 QUALITY ASSURANCE

- A. Include within the Contractor's quality assurance program such procedures as are required to assure full protection of work and materials.

1.3 MANUFACTURERS' RECOMMENDATIONS

- A. Except as otherwise approved by the Architect, determine and comply with manufacturers' recommendations on product handling, storage, and protection.

1.4 PACKAGING

- A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible.
 - 1. Maintain packaged materials with seals unbroken and labels intact until time of use.
 - 2. Promptly remove damaged material and unsuitable items from the job site, and promptly replace with material meeting the specified requirements, at no additional cost to the Owner.
- B. The Architect may reject non-complying material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality, and other pertinent information.

1.5 PROTECTION

- A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.
- B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.
- C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

1.6 REPAIRS AND REPLACEMENTS

- A. In event of damage, promptly make replacements and repairs to the approval of the Architect and at no additional cost to the Owner.
- B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

1.7 PAYMENT

- A. The Contractor will be paid for properly documented, protected, and insured materials in accordance with the current HUD policy regarding payment for stored materials.

END OF SECTION

SECTION 01700

CONTRACT CLOSEOUT

Part 1 - GENERAL

1.1 SUMMARY

A. This Section describes an orderly and efficient transfer of the completed Work to the Owner.

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. Activities relative to Substantial Completion and Contract closeout are described in the General Conditions.

1.2 QUALITY ASSURANCE

A. Prior to requesting inspection by the Architect, use adequate means to assure that the Work is completed in accordance with the specified requirements and is ready for the requested inspection.

1.3 PROCEDURES

A. Substantial Completion:

1. The Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected.
2. Within a reasonable time after receipt of the list, the Architect, the PHA, and HUD will inspect to determine status of completion.
3. Should the Architect determine that the Work is not substantially complete:
 - a. The Architect promptly will so notify the Contractor, in writing, giving the reasons therefore.
 - b. Remedy the deficiencies and notify the Architect when ready for reinspection.
 - c. The Architect will reinspect the Work.
4. When the Architect concurs that the Work is substantially complete:
 - a. The Architect will prepare a "Certificate of Substantial Completion", accompanied by the Contractor's list of items to be completed or corrected, as verified by the Architect.
 - b. The Architect will submit the Certificate to the Owner and to the Contractor for their written acceptance of the responsibilities assigned to them in the Certificate.

B. Final Completion:

1. The Contractor shall prepare and submit written notice that the Work is ready for final inspection.

Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due and payable. The final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 1.3, A, 2. as precedent to the Contractor's being entitled to final payment have been fulfilled.

2. Verify that the Work is complete including, but not necessarily limited to:

Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an

affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in effect and will not be canceled or allowed to expire until at least thirty (30) days prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and, (5) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorneys' fees.

3. Certify that:
 - a. Contract Documents have been reviewed;
 - b. Work has been inspected for compliance with the Contract Documents;
 - c. Work has been completed in accordance with the Contract Documents.
 - d. Equipment and systems have been tested as required, and are operational;
 - e. Work is completed and ready for final inspection.
4. The Architect will make an inspection to verify status of completion.
5. Should the Architect determine that the Work is incomplete or defective:
 - a. The Architect promptly will so notify the Contractor, in writing listing the incomplete or defective work.
 - b. Remedy the deficiencies promptly, and notify the Architect when ready for reinspection.
6. When the Architect determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.

C. Closeout submittals include, but not necessarily limited to:

1. The following documents:
 - a. Maintenance Bond
 - b. Certificate of Guaranty
 - c. Certificate of Completion
 - d. Contractor's Certificate and Release
 - e. Affidavit of Payment of Debt
 - f. Affidavit of Release of Liens
 - g. Suppliers' List
2. Operation and maintenance data for items so listed in pertinent other Sections of these Specifications, and for other items when so directed by the Architect;
3. Warranties and bonds;
4. Keys and keying schedule;
5. Spare parts and materials and extra stock;
6. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to:
 - a. Certificates of Inspection;
 - b. Certificates of Occupancy;
7. Certificates of Insurance for products and completed operations;
8. Evidence of payment and release of liens;
9. List of subcontractors, service organizations, and principal vendors, including names, addresses, and telephone numbers where

they can be reached for emergency service at all times including nights, weekends, and holidays.

- D. Final adjustment of accounts:
 - 1. Submit a final statement of accounting to the Architect, showing all adjustments to the Contract Sum.
 - 2. If so required, the Architect will prepare a final Change Order showing adjustments to the Contract Sum which were not made previously by Change Orders.

1.4 INSTRUCTION

- A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment, and similar items which were provided as part of the Work.

END OF SECTION

SECTION 01730

OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 SUMMARY

- A. To aid the continued instruction of operating and maintenance personnel, and to provide a positive source of information regarding products incorporated into the Work, furnish and deliver the data described in this Section and in pertinent other Sections of these Specifications.
- B. Related work:
 - 1. Documents affecting work of the Section include, but are not necessarily limited to, General Conditions, Supplementary Conditions, and Sections in Division 1 of these Specifications.
 - 2. Required contents of submittals also may be amplified in pertinent other Sections of these Specifications.

1.2 SUBMITTALS

- A. Comply with pertinent provisions of Section 01340.
- B. Submit two copies of a preliminary draft of the proposed Manual or Manuals to the Architect for review and comments.
- C. Unless otherwise directed in other Sections, or in writing by the Architect, submit three copies of the final Manual to the Architect prior to indoctrination of operation and maintenance personnel.

1.3 QUALITY ASSURANCE

- A. In preparing data required by this Section, use only personnel who are thoroughly trained and experienced in operation and maintenance of the described items, completely familiar with the requirements of this Section, and skilled in technical writing to the extent needed for communicating the essential data.

PART 2 - PRODUCTS

2.1 INSTRUCTION MANUALS

- A. Where instruction Manuals are required to be submitted under other Sections of these Specifications, prepare in accordance with the provisions of this Section.
- B. Format:
 - 1. Size: 8-1/2" x 11"
 - 2. Paper: White bond, at least 20 lb weight
 - 3. Text: Neatly written or printed
 - 4. Drawings: 11" in height preferable; bind in with text; foldout acceptable; larger drawings acceptable but fold to fit within the Manual and provide a drawing pocket inside rear cover or bind in with text.
 - 5. Flysheets: Separate each portion of the Manual with neatly prepared flysheets briefly describing contents of the ensuing portion; flysheets may be in color.
 - 6. Binding: Use heavy-duty plastic or fiberboard covers with binding mechanism concealed inside the Manual; 3-ring binders will be acceptable; all binding is subject to the Architect's approval.
 - 7. Measurements: Provide all measurements in U.S. standard units such as feet and inches, lbs and cfm; where items may be expected to be measured within ten years in accordance with metric formulae, provide

additional measurements in the "International System of Units" (SI).

- C. Provide front and back covers for each Manual, using durable material approved by the Architect, and clearly identified on or through the cover with at least the following information:
- D. Contents: Include at least the following:
 - 1. Neatly typewritten index near the front of the Manual, giving immediate information as to location within the Manual of all emergency information regarding the installation.
 - 2. Complete instructions regarding operation and maintenance of all equipment involved including lubrication, disassembly, and reassembly.
 - 3. Complete nomenclature of all parts of all equipment.
 - 4. Complete nomenclature and part number of all replacement parts, name and address of nearest vendor, and all other data pertinent to procurement procedures.
 - 5. Copy of all guarantees and warranties issued.
 - 6. Manufacturers' bulletins, cuts, and descriptive data, where pertinent, clearly indicating the precise items included in this installation and deleting, or otherwise clearly indicating, all manufacturers' data with which this installation is not concerned.
 - 7. Such other data as required in pertinent Sections of these Specifications.

PART 3 - EXECUTION

3.1 INSTRUCTION MANUALS

- A. Preliminary
 - 1. Prepare a preliminary draft of each proposed Manual.
 - 2. Show general arrangement, nature of contents in each portion, probable number of drawings and their size, and proposed method of binding and covering.
 - 3. Secure the Architect's approval prior to proceeding.
- B. Final: Complete the Manuals in strict accordance with the approved preliminary drafts and the Architect's review comments.
- C. Revisions:
 - 1. Following the indoctrination and instruction of operation and maintenance personnel, review all proposed revisions of the Manual with the Architect.
 - 2. If the Contractor is required by the Architect to revise previously approved Manuals, compensation will be made as provided for under "Changes" in the General Conditions.

END OF SECTION

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 1 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

