# HOME ELEVATION PROJECT

TOWNSHIP OF CRANFORD, UNION COUNTY, NEW JERSEY

July 2023

Brian Andrews, Mayor

# **Township Council**

TERRENCE CURRAN, DEPUTY MAYOR/COMMISSIONER KATHLEEN MILLER PRUNTY, COMMISSIONER GINA BLACK, COMMISSIONER, PAUL GALLO, COMMISSIONER

PATRICIA DONAHUE, TOWNSHIP CLERK LAVONA PATTERSON, TOWNSHIP ADMINISTRATOR

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# Notice to Bidders

#### TOWNSHIP OF CRANFORD CRANFORD, NEW JERSEY COUNTY OF UNION

#### PUBLIC NOTICE

#### OFFICE OF THE TOWNSHIP CLERK 8 SPRINGFIELD AVENUE CRANFORD, NEW JERSEY 07016

PHONE 908-709-7210 FAX 908-276-4859 EMAIL: p-donahue@cranfordnj.org

#### NOTICE OF REQUEST FOR SEALED BIDS FOR HOME ELEVATION PROJECT (CFDA#97.029) FMA-PJ-02-NJ-2017-005

The Township of Cranford is soliciting sealed bids through a fair and open process in accordance with N.J.S.A. 19:44A-20.4 et seq.

Notice is hereby given that sealed bids will be received by the Township Clerk of the Township of Cranford, County of Union, State of New Jersey, at the Municipal Building, located at 8 Springfield Avenue, Cranford, New Jersey, 07016 on **Thursday, September 7, 2023 at 11:00 a.m.**, or as soon thereafter as the matter may be heard, and publicly opened with the contents of same publicly announced for:

#### HOME ELEVATION PROJECT (CFDA#97.029) FMA-PJ-02-NJ-2017-005

Beginning on **Thursday, August 17, 2023**, submission packages may be obtained at the Township Clerk's Office, (908) 709-7210, during regular business hours, 8:30 a.m. to 4:30 p.m., Monday through Friday, excluding holidays, or by downloading the documents on the Township's website: https://www.cranfordnj.org/bids. **Registration on the Township's website is required.** 

Respondents shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27. A copy of your New Jersey Business Registration Certificate shall be included with your proposal.

Sealed bids shall be enclosed in opaque sealed envelopes, plainly marked, "Home Elevation Project" and shall show the name and address of the bidder. Bid responses shall contain: one original, one hard copy and one digital copy (i.e., USB stick or thumb drive) of the submission. Bids may be hand delivered to the Clerk's Office in the Municipal Building or may be forwarded by personal service, certified mail, U.S. Post and other mail delivery services. If mailed, the sealed envelope containing the bid and marked as directed above, must be enclosed in another envelope properly addressed for mailing as follows:

Patricia Donahue, RMC c/o September 7<sup>th</sup> Bid Opening – Home Elevation Project Township Clerk Township of Cranford Municipal Building 8 Springfield Avenue Cranford, New Jersey 07016

All bids shall be presented by the parties bidding or their agents at the time and place designated or by mail as above. The Township will not assume responsibility for bids forwarded through the mail if lost in transit at any time before the bid opening. No bids will be received after the time set forth above.

No bid will be considered unless accompanied by a Bid Bond in the amount of ten percent (10%) of the amount bid, not to exceed \$20,000, in the form of a certified check, cashier's check or bid bond, binding the bidder to execute a contract within ten (10) days after notification of acceptance of their bid. A Non-Collusion Affidavit shall also be submitted.

The Township reserves the right to waive minor defects and informalities in any bid and to reject any and all bids, or to accept bids that are in the opinion of the Township in the best interest of the Township.

No bidder may withdraw his bid within sixty (60) days after the actual date of the opening of bids.

Respondents shall comply with the requirements of N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27., and any amendments thereto, regarding Affirmative Action. The successful bidder, upon notification of the Township's intent to award a contract to said bidder, must supply the Township with one of the following Affirmative Action documents:

- 1. A photocopy of the bidder's Federal Affirmative Action Plan Approval Letter; or
- 2. A photocopy of the bidder's Certificate of Employee Information Report; or
- 3. The Township's copy of the bidder's completed Affirmative Action Employee Information Report Form.

The bidder's Affirmative Action documentation must be supplied to the Township within ten (10) days of the bidder's notification of the Township's intent to award. If the bidder fails to supply the Township with the necessary Affirmative Action documentation, the Township may declare the bidder non-responsive and award the contract to the next lowest bidder.

Simultaneous with the submission of bids, the corporation or partnership so bidding shall furnish a statement setting forth the names and address of all stockholders in the corporation who own ten percent (10%) or more of the stock in any class, or of individual partners in the partnership who own ten percent (10%) or greater of interest therein pursuant to Chapter 33, P.L. 1977. Bids will be rejected if they do not contain this disclosure statement.

Patricia Donahue, RMC Municipal Clerk

By order of the Township Committee: Brian Andrews, Mayor Lavona Patterson, Interim Township Administrator Patricia Donahue, Township Clerk

# **Bid Proposal**

#### **BID PROPOSAL**

BY

(Bidder's Name)
(A ddunga)
(Address)
TO THE
TO THE
MAYOR AND COUNCIL
(Owner's Name)
TOWNSHIP OF CRANFORD, UNION COUNTY, NEW JERSEY
FOR
FOR
HOME ELEVATION PROJECT
HOIVIE ELEVATION PROJECT

The UNDERSIGNED, as bidder, declares that the only persons or parties interested in this proposal as principals are named herein; that this proposal is in all respects fair and without collusion or fraud; that no officer or employee of the OWNER is directly or indirectly interested in this bid or the work of this contract or in any portions of the profits thereof; that he has carefully examined the annexed proposed Forms of Contracts and Instructions to Bidders, the Notice to Contractors, the Special Provisions, and the General Conditions; that he or his representative has made a personal inspection of the site of the proposed work; and that he proposes and agrees that if this proposal is accepted, he will contract with the above-named OWNER, in the form of contract hereto annexed, and to provide the necessary machinery, tools, apparatus, and other means of construction and to furnish all the materials, equipment and labor as specified in the contract in the manner and time therein specified, and according to the requirements of the Engineer as therein set forth, and that he will take in full payment therefore the following prices to wit:

(CFDA#97.029)

NOTE: Complete and submit the loose, unbound copy of this Bid Proposal only.

#### PROPOSAL FOR HOME ELEVATION PROJECT

CRANFORD, NEW JERSEY UNION COUNTY

THE UNDERSIGNED DECLARES THAT THEY HAVE READ AND UNDERSTAND THE PLANS AND SPECIFICATIONS AND PROPOSES TO FURNISH ALL LABOR, MATERIALS AND EQUIPMENT NECESSARY
TO COMPLETE IN EVERY DETAIL THE WORK INDICATED ON THE PLANS AND/OR OUTLINED IN THE SPECIFICATIONS, AT THE PRICE QUOTED HEREIN.

12 FOREST AVE	
LABOR, MATERIAL AND EQUIPMENT SUB TOTAL	\$
GENERAL CONDITIONS	\$
OVERHEAD & PROFIT	\$
BONDING AND INSURANCE	\$
TOTAL 12 FOREST AVE	\$
WRITE TOTAL AMOUNT OF BASE BID	\$
COMPANY NAME SUBMITTING BID	AUTHORIZED OFFICIAL PRINT NAME AUTHORIZED OFFICIAL SIGNATURE

INITIAL:

COMPANY SUBMITTING BID:

Accompanying this Proposal is a Consent of S Bond ( ), a Certified or Cashier's Check ( ), pa		m of a Bid
in the sum of		
which the undersigned agrees is to be forfeit Contract is awarded to the undersigned and the project or to furnish the Bond required with returned to the undersigned. corporation  The undersigned is an individual under the partnership	e undersigned shall fail to execute the	Contract for the
Laws of the State of		
having principal offices at		
Telephone Number		
Trade Name of Bidder		
1. Signed By		_
Signature	(S)	
Title		-
2. Signed By		_
Signature_		
Title		-
Signed This	Day of	20

NOTE: If a partnership, all partners must sign. If a corporation, the president and at least one other officer must sign. If a proprietorship, the proprietor must sign. Proposals signed by an agent must be accompanied by a Power-of-Attorney for the Principal or Principals involved.

Attach additional signature sheets in the above form, if necessary.

# ADDENDUM ACKNOWLEDGEMENT

The UNDERSIGNED, as bidder, acknowledges that he has received the following:

Addendum No.	<u>Date</u>
1	
2	
3	
4	
5	
6	
COMPANY:	SIGNATURE:
PRINT NAME:	TITLE:
DATE:	

#### **CONSENT OF SURETY**

In consideration of the premises and of One Dollar (1.00), lawful money of the United States, it is in hand paid by the CONTRACTOR, the receipt whereof is hereby acknowledged, the undersigned surety consents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the person or persons submitting the same as contracted, it will become bound as surety and guarantor for its faithful performance, in an amount equal to one hundred percent (100%) of the contract price, and will execute it as party of the third part thereto when required to do so by the OWNER, and if the said CONTRACTOR shall omit or refuse to execute such contract, if so awarded, it will pay without proof of notice and on demand to the OWNER any increase between the sum to which the said CONTRACTOR would have been entitled upon the completion of the said contract and the sum which the said OWNER may be obligated to pay to another contractor to whom the contract may be afterwards awarded, the amount in such case to be determined by the bids plus the cost, if any, of readvertising for bids for this work, less the amount of any certified check or bid bond payable and received.

	ess whereof, said surety and officer and its corporate		-	_	d and attest	ted by a duly
	day (	of	2	0	_•	
(A corp	orate acknowledgement y).	and statement	of authority	to be her	e attached	by the surety
				(Sur	ety Compan	iy)
By						
•	Surety Company					
	Attorney-in-Fact					
Attest:						
(Surety:	may substitute a similar si	tatement subjec	t to the OWN	JER'S appro	oval.)	

# NON-COLLUSION AFFIDAVIT

STATE OF NEW JERS	EY		
COUNTY OF	ss:		
I,	of	in the County of	and the State of
		according to law on my oath dep	
am	of the	firm	
of	the bidde	er making the Proposal for the ab	ove named project, and
that I executed the said	Proposal with ful	l authority so to do; that said bid	dder has not, directly or
indirectly, entered into a	ny agreement, part	icipated in any collusion, or other	rwise taken any action in
restraint of free, compe	titive bidding in	connection with the above nam	ed project; and that all
statements contained in	said proposal and	in the affidavit are true and corre	ct, and made
with full knowledge that	the[NAME OF MUN	relies upon the NICIPALITY/OWNER]	e truth of the statements
contained in said Propos	al and in the state	ments contained in this affidavit	in awarding the contract
for the said project.			
Subscribed and sworn to before me this day		BY:	
Notary Public of New Je My Commission Expires	•		

# DISCLOSURE OF OWNERSHIP STATEMENT OF OWNERSHIP

### (OWNERSHIP DISCLOSURE CERTIFICATION) 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 Included with All Bid and Proposal Submissions

Name of Business:	
Address of Business:	
Name of person completing this form:	

#### N.J.S.A. 52:25-24.2:

"No corporation, partnership, or limited liability company shall be awarded any contract nor shall any agreement be entered into for the performance of any work or the furnishing of any materials or supplies, unless prior to the receipt of the bid or proposal, or accompanying the bid or proposal of said corporation, said partnership, or said limited liability company there is submitted a statement setting forth the names and addresses of all stockholders in the corporation who own ten (10) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest therein, or of all members in the limited liability company who own a ten (10) percent or greater interest therein, as the case may be.

If one or more such stockholder or partner or member is itself a corporation or partnership or limited liability company, the stockholders holding ten (10) percent or more of that corporation's stock, or the individual partners owning ten (10) percent or greater interest in that partnership, or the members owning ten (10) percent or greater interest in that limited liability company, as the case may be, shall also be listed. The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member, exceeding the ten (10) percent ownership criteria established in this act, has been listed.

To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a ten (10) percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a ten (10) percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a ten (10) percent or greater beneficial interest."

The Attorney General has advised that the provisions of N.J.S.A. 52:25-24.2, which refer to corporations and partnerships apply to limited partnerships, limited liability partnerships, and Subchapter S corporations.

#### This Ownership Disclosure Certification form shall be completed, signed and notarized.

# Failure of the bidder/proposer to submit the required information is cause for automatic rejection of the bid or proposal

#### Part I

	Check the box that represents the type of business organization:
Sole Prop	prietorship (skip Parts II and III, sign and notarize at the end)
Non-Prof	fit Corporation (skip Parts II and III, sign and notarize at the end)
Partnersh	ip Limited Partnership Limited Liability Partnership
Limited I	Liability Company
For-profi	t Corporation (including Subchapters C and S or Professional Corporation)
Other (be	e specific):
Part II	
c ii tl	certify that the list below contains the names and addresses of all stockholders in the corporation who own ten (10) percent or more of its stock, of any class, or of all individual partners in the partnership who own a ten (10) percent or greater interest herein, or of all members in the limited liability company who own a ten (10) percent or greater interest therein, as the case may be.
	OR
S	certify that no one stockholder in the corporation owns ten (10) percent or more of its tock, of any class, or no individual partner in the partnership owns a ten (10) percent or greater interest therein, or that no member in the limited liability company owns a en (10) percent or greater interest therein, as the case may be.

Sign and notarize the form below, and, if necessary, complete the list below.

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

Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:
	<del></del>
Name:	Name:
Address:	Address:
Name:	Name:
Address:	Address:
	<del></del>
Name:	Name:
Address:	Address:

#### Part III - Any Direct or Indirect Parent Entity Which is Publicly Traded:

"To comply with this section, a bidder with any direct or indirect parent entity which is publicly traded may submit the name and address of each publicly traded entity and the name and address of each person that holds a ten (10) percent or greater beneficial interest in the publicly traded entity as of the last annual filing with the federal Securities and Exchange Commission or the foreign equivalent, and, if there is any person that holds a ten (10) percent or greater beneficial interest, also shall submit links to the websites containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent and the relevant page numbers of the filings that contain the information on each person that holds a ten (10) percent or greater beneficial interest."

	Pages attached with name and address of each publicly traded entity as well as the name and address of each person that holds a ten (10) percent or greater beneficial interest.
	OR
	Submit here the links to the Websites (URLs) containing the last annual filings with the federal Securities and Exchange Commission or the foreign equivalent.
	AND
	Submit here the relevant page numbers of the filings containing the information on each person holding a ten (10) percent or greater beneficial interest.
Subscribe	ed and sworn before me thisday of
	•
Notari	Public) (Affiant)
(INOIAL)	(Print name of affiant and title if applicable)
My Com	mission expires: (Corporate Seal if a Corporation)

## **EXPERIENCE STATEMENT**

The Bidder shall furnish with the proposal a recent listing of similar type projects on which he has performed work (5 minimum).

Approximate Value

Project Name/Owner:	<u> </u>
Address:	
Contact Person:	
Phone Number:	
Scope:	
Project Name/Owner:	 \$
Address:	
Contact Person:	
Phone Number:	
Scope:	
Project Name/Owner:	<u> </u>
Address:	<u></u>
Contact Person:	
Address:	
Address:  Contact Person: Phone Number:	
Address:  Contact Person: Phone Number: Scope:  Project Name/Owner:	\$
Address:  Contact Person: Phone Number: Scope:  Project Name/Owner:  Address:	\$
Address:	\$

## **EXPERIENCE STATEMENT**

Project Name/Owner:	<u> </u>
Address:	
Contact Person:	
Phone Number:	
Scope:	
Project Name/Owner:	 \$
Address:	
Contact Person:	
Phone Number:	
Scope:	
Project Name/Owner:	 \$
Address:	
Address:	
Address: Contact Person:	
Address:	
Address:  Contact Person: Phone Number: Scope:	
Address:	\$
Address:  Contact Person: Phone Number: Scope:  Project Name/Owner:  Address:	\$
Address:  Contact Person: Phone Number: Scope:  Project Name/Owner:  Address:	\$

ATTACH ADDITIONAL SHEETS IN THIS FORMAT IF NECESSARY

#### **BIDDERS TO VISIT SITE**

All bidders or their representative(s) shall visit the site of the work of this contract and examine the means of access to the site. Bidders shall thoroughly investigate the site of the proposed work in order to become informed as to the magnitude and character of all work necessary for the complete execution of the contract, including facilities for delivery and handling of materials, plant(s), if any at the site, and conditions and difficulties that may be encountered in the performance of the work specified herein.

The Bidder shall attest by signing below that he has physically examined the site of the proposed

The Bidder shall attest by signing below that he has physically examined the site of the proposed work prior to the submission of this proposal.

Date	Signature of Representative
	Title
	Bidder's Name

# PROPOSED SUBCONTRACTORS

Bidders must set forth the names of all proposed subcontractors to whom Bidder will subcontract work.

Proposed Subcontractors	<u>Address</u>
(1)	
(2)	
(3)	
(4)	
(4)	
(5)	
(6)	
(7)	

#### **SUBCONTRACTOR EXPERIENCE STATEMENT**

The Bidder shall furnish with the proposal a recent listing of similar type projects on which his proposed subcontractors have performed work (4 minimum). Approximate Value

(1) Name of Subcontractor: 1. Project Name/Owner: \_\_\_\_\_ Address: Contact Person: Phone Number: \_\_\_\_\_ Scope: Project Name/Owner: 2. Contact Person: Phone Number: \_\_\_\_ Scope: \_\_\_\_\_ 3. Project Name/Owner: Address: \_\_\_\_\_ Contact Person: Phone Number: \_\_\_\_\_ 4. Project Name/Owner: Address: Contact Person: \_\_\_\_\_ Phone Number: \_\_\_\_\_ Scope: \_\_\_\_\_

## SUBCONTRACTOR EXPERIENCE STATEMENT

V:	ame of Subcontractor:	
1	roject Name/Owner:	<u> </u>
١	ddress:	
C	ontact Person:	
P	hone Number:	
Sc	cope:	
	Project Name/Owner:	
	Address:	
	Contact Person:	
	Phone Number:	
	Scope:	
	Project Name/Owner:	<del></del>
	Address:	
	Contact Person:	
	Phone Number:	
	Scope:	
	Project Name/Owner:	\$
	Address:	
	Contact Person:	
	Phone Number:	
	Scope:	

ATTACH ADDITIONAL SHEETS IN THIS FORMAT IF NECESSARY

# **EQUIPMENT LIST**

Bidders shall furnish the following construction of this project:	information	regarding the	equipment to	be used in	the
<u>Manufacturer</u>	Model #	Type	<u>Year</u>	Serial #	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					

<u>Manufacturer</u>	Model #	<u>Type</u>	<u>Year</u>	Serial #
13				
14				
15				
16				
17				
18				
19				

#### NOTICE OF FEDERALLY MANDATED ANTI-DRUG/ALCOHOL PLAN

The Contractor is advised that a Federal Mandate, effective January 1, 1996, requires all businesses having employees with a commercial driver's license to have a program of random drug and alcohol testing in accordance with 49 CFR Parts 40, 199 and 391.

The successful bidder shall submit evidence that it is participating in a random drug and alcohol testing program. Failure to show evidence of meeting these requirements shall be grounds to render said bid as informal and cause its rejection.

Bidder's Name:		
Bidder's Signature:		
Date:		

#### Prohibited Russia-Belarus Activities & Iran Investment Activities

<b>Person or Entity</b>	

# Part 1: Certification COMPLETE PART 1 BY CHECKING ONE OF THE THREE BOXES BELOW

Pursuant to law, any person or entity that is a successful bidder or proposer, or otherwise proposes to enter into or renew a contract, for goods or services must complete the certification below prior to contract award to attest, under penalty of perjury, that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list or Chapter 25 list as a person or entity engaging in prohibited activities in Russia, Belarus or Iran. Before a contract for goods or services can be amended or extended, a person or entity must certify that neither the person or entity, nor any parent entity, subsidiary, or affiliate, is identified on the Department of Treasury's Russia-Belarus list. Both lists are found on Treasury's website at the following web addresses:

https://www.nj.gov/treasury/administration/pdf/RussiaBelarusEntityList.pdf www.state.nj.us/treasury/purchase/pdf/Chapter25List.pdf.

As applicable to the type of contract, the above-referenced lists must be reviewed prior to completing the below certification.

A person or entity unable to make the certification must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran. The person or entity must cease engaging in any prohibited activities and provide an updated certification before the contract can be entered into.

If a vendor or contractor is found to be in violation of law, action may be taken as appropriate and as may be provided by law, rule, or contract, including but not limited to imposing sanctions, seeking compliance, recovering damages, declaring the party in default, and seeking debarment or suspension of the party.

#### CONTRACT AWARDS AND RENEWALS

p I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate appears on the N.J. Department of Treasury's lists of entities engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3 or in investment activities in Iran pursuant to P.L. 2012, c. 25 ("Chapter 25 List"). I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and complete the Certification below.)

#### CONTRACT AMENDMENTS AND EXTENSIONS

p I certify, pursuant to law, that neither the person or entity listed above, nor any parent entity, subsidiary, or affiliate is listed on the N.J. Department of the Treasury's lists of entities determined to be engaged in prohibited activities in Russia or Belarus pursuant to P.L. 2022, c. 3. I further certify that I am the person listed above, or I am an officer or representative of the entity listed above and am authorized to make this certification on its behalf. (Skip Part 2 and sign and

#### complete the Certification below.)

#### IF UNABLE TO CERTIFY

p I am unable to certify as above because the person or entity and/or a parent entity, subsidiary, or affiliate is listed on the Department's Russia-Belarus list and/or Chapter 25 Iran list. I will provide a detailed, accurate, and precise description of the activities as directed in Part 2 below, and sign and complete the Certification below. Failure to provide such will prevent the award of the contract to the person or entity, and appropriate penalties, fines, and/or sanctions will be assessed as provided by law.

#### **Part 2: Additional Information**

# PLEASE PROVIDE FURTHER INFORMATION RELATED TO PROHIBITED ACTIVITIES IN RUSSIA OR BELARUS AND/OR INVESTMENT ACTIVITIES IN IRAN.

You must provide a detailed, accurate, and precise description of the activities of the person or entity, or of a parent entity, subsidiary, or affiliate, engaging in prohibited activities in Russia or Belarus and/or investment activities in Iran in the space below and, if needed, on additional sheets provided by you.

#### Part 3: Certification of True and Complete Information

I, being duly sworn upon my oath, hereby represent and state that the foregoing information and any attachments there, to the best of my knowledge, are true and complete. I attest that I am authorized to execute this certification on behalf of the above-referenced person or entity. I acknowledge that the Township of Cranford is relying on the information contained herein and hereby acknowledge that I am under a continuing obligation from the date of this certification through the completion of any contracts with the Township of Cranford to notify the Township of Cranford in writing of any changes to the answers of information contained herein.

I acknowledge that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I recognize that I am subject to criminal

prosecution under the law and that it will also constitute a material breach of my agreement(s)
with the Township of Cranford and that the Township of Cranford at its option may declare any
contract(s) resulting from this certification void and unenforceable.

Full Name (Print)	Title	
Signature	Date	

#### 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. 17:27-1 et seq.

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. 17:27.1 et seq. 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. 17:27-1 et seq.

COMPANY:	SIGNATURE:
PRINT NAME:	TITLE:
DATE.	

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

The contractor and the Owner, (hereafter "Municipality") 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 Municipality 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 Municipality in any action or administrative proceeding commenced pursuant to this Act. The contractor shall indemnify, protect, and save harmless the Municipality, 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 Municipality's grievance procedure, the contractor agrees to abide by any decision of the Municipality which is rendered pursuant to said grievance procedure. If any action or administrative proceeding results in an award of damages against the Municipality, or if the Municipality 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 Municipality 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 Municipality or any of its agents, servants, and employees, the Municipality shall expeditiously forward or have forwarded to the contractor every demand, complaint, notice, summons, pleading, or other process received by the Municipality or its representatives.

It is expressly agreed and understood that any approval by the Municipality 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 Municipality pursuant to this paragraph.

It is further agreed and understood that the Municipality 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 Municipality from taking any other actions available to it under any other provisions of the Agreement or otherwise at law.

The undersigned vendor certifies that he/she is aware of the commitment to comply with the requirements of the Americans With Disabilities Act Of 1990.

COMPANY:	SIGNATURE:	
PRINT NAME:	TITLE:	
DATE		

## Bid Forms and Checklist

The following bid checklist <u>must be completed and submitted</u> with the bid as required by New Jersey Law. The bidder shall initial each item indicating that it has been included with the bid.

Items to be Submitted	<u>Initial</u>
1. Proposal with Addenda	
2. Bid Bond	
3. Addendum Acknowledgement	
4. Consent of Surety	
5. Non-Collusion Affidavit	
6. Public Works Registration Certificate	
7. Corporate Disclosure of Ownership Statement	
8. Experience Statement	
9. Certification that Bidder has Visited the Site	
10. Proposed Subcontractors	
11. Subcontractor Experience Statement	
12. Equipment List	
13. Notice of Anti-Drug/Alcohol Plan	
14. Business Registration Certificate	
15. Iran Sanctions	
16. Affirmative Action Compliance Notice	
17. Americans With Disabilities Act Certification	
Failure to submit items 1-17 shall be deemed a fatal defect that shall render the bid incresponsive.  Contractor	
Signature of Duly A	
Print or Ty	pe Name & Title
Company Name:	
Company Ivame.	
Address	
CORPORATE SEAL	
Telephone Number	

# **NOTICE OF AWARD**

Description of Work:		
To:		
The Owner, represented by the u	undersigned, has considered the Proposal se to its Notice and Instructions to Bidde	
	essful bidder, said Owner agrees to accep	ot your Proposal in the
You are hereby notified that you	ur Proposal has been accepted for items:	
As specified in the Contract Doc	cuments,	<u>.</u>
undersigned Owner and to furnis	and Instruction to Bidders to execute the sh the required Contractor's Performance from the date of this Notice to Award.	
from the date of this Notice of A out of the Owner's acceptance of	act and to furnish said bond in writing twe ward, said Owner will be entitled to con of your Proposal as abandoned and to a e-advertise the work, or otherwise dispose	sider all your rights arising ward the work covered by
Dated thisda	y of, 20	
		Owner
	By:	
	Title:	Mayor

# **NOTICE TO PROCEED**

To:	Date:	
	Project:	
You are hereby notified to commence work	v in accordance with the Δα	reement dated
, 20, on or before, 20 Th		
Also, before you may start any work at the site, y	ou must:	
		Owner
	Ву:	
	Title:	
ACCEPTANCE TO NOTICE		
Receipt of the above NOTICE TO PROCEED is hereby acknowledged by		
Contractor		
This theday of		
, 20		
BY:		
TITLE:		

# Form of Contract

# **AGREEMENT**

This Agreement, entered into this day of 2022, between the Township
of Cranford, a municipal corporation of the State of New Jersey, hereinafter called the "Township,"
having municipal offices located at the Municipal Building, 8 Springfield Avenue, in the Township
of Cranford, County of Union, State of New Jersey, and <u>having</u> an
office located at, hereinafter called the "Contractor."
WITNESSETH:
WHEREAS, the Township of Cranford requires services in connection with_
; and
WHEREAS, the Township advertised for a Request for Bids (the "RFP") for such
construction services through a fair and open process in accordance with <u>N.J.S.A</u> . 19:44A-20.5 <u>et</u>
seq.; and
WHEREAS, at a meeting held on, the Township Committee adopted
Resolution No, authorizing a contract with, as the lowest
responsible bidder for the proposed construction services in connection with the Project at a fee
not to exceed; and
WHEREAS, the Chief Financial Officer has certified to the availability of funds which is
on file with the Township Clerk; and
WHEREAS, the Township has authorized this written Agreement with the Contractor to
provide the aforementioned professional services to the Township in accordance with the
compensation set forth herein.
NOW, THEREFORE, in mutual consideration of the covenants, obligations and

responsibilities set forth herein, it is agreed by and between the parties as follows:

#### 1. PARTS OF CONTRACT

The parties agree that the terms and conditions contained in the following documents which comprise and are hereinafter called the Contract Documents are made part of this Agreement and are binding on all parties as if all conditions contained in the Contract Documents were set forth in this Agreement:

- A. This Agreement;
- B. Township Resolution No. \_\_\_\_;
- C. The Bid Specifications for the Project; and
- D. Contractor's Bid Proposal (the "Proposal").

In the event that any provision in one of the Contract Documents conflicts with the provisions of another of the Contract Documents, the provisions in the document first listed above shall govern, unless otherwise expressly stated herein.

#### 2. TERM

The term of this Agreement shall be for the period required to complete the services described in the Contract Documents.

#### 3. SERVICES TO BE RENDERED

The Contractor agrees to work closely with the Administrator and other departments to provide construction services for the Township as specifically set forth in the Contractor's Proposal and in connection with the Project. Any services outside of those specifically set forth in the Proposal are considered additional services subject to further agreement between the Township and Contractor on additional compensation and fees.

Any additional expenses, beyond the Agreement as stated herein, which may be incurred by the Contractor will not be performed without authorization from the Township. The Contractor

declares and agrees that it will be responsible for the full performance and completion of all work to be done under this Agreement and by the execution hereof acknowledges that it has carefully informed itself regarding conditions pertaining to the work to be done. The Contractor shall manage and oversee all work under this Agreement in a good, professional and workmanlike manner, in conformity with all responsibilities and demands of the profession.

#### 4. <u>COMPENSATION</u>

The Contractor is an independent contractor and not an employee of the Township. The

Township shall pay and the Contractor shall accept in payment and in consideration for the

performance of the Contractor's obligations hereunder compensation in the amount not to exceed

during the term of this Contract. Payment to the Contractor is subject to

availability of funds and shall not exceed the budgeted amount for said service.

#### 5. <u>PAYMENT</u>

Payment for the services rendered by the Contractor shall be due upon presentation of an official voucher with attached, detailed itemization which shall include a description of services rendered, hours expended, as well as disbursements claimed. It is agreed that all vouchers must be accepted by the Township as to form and documentation before payment will be made. The Township represents that it will have sufficient funds available to pay the Contractor for all services rendered by the Contractor, hereunder, and shall pay the Contractor within thirty (30) days of receipt of the Contractor's voucher.

#### 6. MATERIALS

All papers, documents, memoranda, reports and other materials prepared by the Contractor under this agreement, at the request of the Township, shall be and remain the property of the Township.

#### 7. AFFIRMATIVE ACTION COMPLIANCE

The Contractor agrees that, during the performance of this Agreement, the Contractor 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. The Contractor further agrees that it shall comply in all respects with the provisions of N.J.S.A. 10:5-31, et seq. and the regulations promulgated thereunder, the terms and conditions of which are set forth in the documentation attached hereto as Exhibit A and expressly made a part thereof. The Contractor shall, within seven (7) days after receipt of notification of intent to award this contract or receipt of the Agreement, whichever is sooner, provide the Township with a letter of Federal Affirmative Action Approval, a Certificate of Employee Information Report from the State of New Jersey, or a completed Form AA302.

#### 8. <u>INSURANCE</u>

The Contractor shall maintain insurance and deliver certificates of insurance to the Township in commercially reasonable forms and amounts and as otherwise required by the Township Attorney. The Contractor shall present Certificates of Insurance to the Township of Cranford, to be kept on file with the Township, and the Township shall be listed on the Certificates of Insurance as an additional insured on a primary and non-contributory basis. Further, the Township of Cranford shall be included as an additional insured on all liability coverages.

#### 9. <u>INDEMNIFICATION</u>

The Contractor shall defend, indemnify and hold harmless the Township and its agents and employees from and against all claims, liabilities, damages, costs, losses, expenses, including reasonable attorney's fees, fines, penalties, suits, legal proceedings and any order entered therein, which may arise out of or result from the performance of the work under this Agreement, to the

extent such is caused in whole or in part by the negligence, failure to act, gross negligence or willful misconduct of the Contractor, any lower tier subcontractor. In any and all claims against the Township or any of its agents or employees by any employee of the Contractor, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited to anyway by an limitation on the amount of, type of damages, compensation or benefits payable by or for the Contractor or any subcontractor or under workers' compensation acts, disability benefit acts or other employee benefit acts.

#### 10. NOTICES

All notices, requests or other communications pursuant to this Agreement shall be in writing and shall be sent pursuant to this Agreement by U.S. Mail, addressed as set forth above.

#### 11. <u>SUCCESSORS AND ASSIGNS</u>

This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the Township and the Contractor and their respective successors, assigns and legal representatives. Neither the Township nor the Contractor shall have the right to assign, transfer, or sublet its interests or obligations hereunder without prior written consent of the other party.

#### 12. PROVISIONS REQUIRED BY LAW DEEMED INSERTED

Each and every provision of law and clause required by law to be inserted in the Agreement shall be deemed to be inserted, and the Agreement shall be read and enforced as though such provisions were included herein. If through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement shall promptly be physically amended to make such insertion.

#### 13. ENTIRE AGREEMENT

This Agreement contains the entire agreement between the parties, and no amendment, modification or addendum hereto shall be effective unless in writing, dated subsequent to the date hereof and executed by the duly authorized officers of the respective parties. The requirement for such a writing shall apply to any waiver of the requirement of a written modification pursuant to this Section, and this shall be deemed an essential term of the Agreement.

#### 14. VALIDITY

If any term or condition of this Agreement, or any application of this Agreement shall be determined to be contrary to the laws of the State of New Jersey or the United States, then such term or condition or application shall not be deemed valid except to the extent permitted by law, but all other terms and conditions or applications shall continue in full force and effect.

#### 15. GOVERNING LAW AND VENUE

This Agreement is governed by the Laws of the State of New Jersey and any dispute arising under this Agreement shall be cognizable only in the Superior Court of New Jersey, Law Division, Union County.

#### 16. <u>COUNTERPARTS</u>

This Agreement may be executed in several counterparts and by facsimile signatures, each of which shall be deemed an original but all of which shall constitute one and the same instrument.

Any Party executing by facsimile signature shall provide original copies as soon as reasonably practicable.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be duly executed by their respective authorized officers as of the day and year first written above.

## Instruction to Bidders

#### INSTRUCTIONS TO BIDDERS AND STATUTORY REQUIREMENTS

#### I. SUBMISSION OF BIDS

- A. Sealed bids shall be received by the contracting unit, hereinafter referred to as "Municipality," in accordance with public advertisement as required by law, with a copy of said notice being attached hereto and made a part of these specifications.
- B. LFN 2020-10 provides guidance to municipalities to help comply with social distancing guidelines while also complying with the provisions of the Local Public Contracts Law as it pertains to bid opening procedures. As a result, thereof, in addition to a traditional bid opening at the Municipal Building open to the public, procedure will be followed described within the Notice to Bidders, consistent with LFN 2020-10. Refer to the Notice to Bidders for additional information.
- C. The bidding contractor shall submit one (1) original and one (1) copy of their bid, both respectively labeled. The bid shall be submitted in a sealed envelope: (1) addressed to Patricia Donahue, Township Clerk, 8 Springfield Avenue, Cranford, NJ 07016 (2) bearing the name and address of the bidder written on the face of the envelope, and (3) clearly marked "BID" with the contract title and/or bid # of the contract being bid. Bids are due on or before Thursday, April 29, 2021 at 10:30 a.m. Bidders are encouraged to use overnight delivery. Bids received after the designated time and date will be returned unopened.
- D. Sealed bids forwarded to the Municipality 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.
- E. 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 rejected by the Municipality. Any changes, whiteouts, strikeouts, etc. in the bid must be initialed in ink by the person signing the bid.
- F. Each bid proposal form must give the full business address, business phone, fax, e-mail if available, the contact person of the bidder, and be signed by an authorized representative as follows:
  - Bids by partnerships must furnish the full name of all partners and 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.
  - 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.
  - Bids by sole-proprietorship shall be signed by the proprietor.

- When requested, satisfactory evidence of the authority of the officer signing shall be furnished.
- G. Bidder should be aware of the following statutes that represent "Truth in Contracting" laws:
  - 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.
  - N.J.S.A. 2C:27-10 provides that a person commits a crime if said person offers a benefit to a public servant for an official act performed or to be performed by a public servant, which is a violation of official duty.
  - 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.
  - Bidder should consult the statutes or legal counsel for further information.

#### II. BID SECURITY AND BONDING REQUIREMENTS

# The following provisions if indicated by an (X), shall be applicable to this bid and be made a part of the bid documents:

#### (X) A. 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 Municipality. 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 Municipality. 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.

Failure to submit a bid guarantee shall result in rejection of the bid.

#### (X) B. 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 Municipality 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.

Failure to submit a Consent of Surety Form shall result in rejection of the bid.

#### (X) C. PERFORMANCE BOND

Bidder shall simultaneously with the delivery of the executed contract, submit a Surety Corporation Bond to each Governing Body in the amount of one hundred percent (100%) of the final estimate as security for the faithful performance of this contract. The Bond shall remain in full force and effect for a period of one (1) year from the date of acceptance of work. The Bond shall provide that the Contractor guarantees to replace, during the one- year period, any defective material or damage of work to the satisfaction of the Construction Engineer without cost to the Governing Body.

The performance bond provided shall not be released until one (1) year after the 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.

The Governing Body of each Municipality reserves the right to withhold two percent (2%) of the final estimate, pertaining to their Municipality, in lieu of the Maintenance Bond.

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.

#### (X) D. LABOR AND MATERIAL (PAYMENT) BOND

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.

#### E. MAINTENANCE BOND

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

<b>(X)</b>	1	У	ear
2	2 y	e	ars

#### III. INTERPRETATION AND ADDENDA

- A. The bidder understands and agrees that its bid is submitted on the basis of the specifications prepared by the Municipality. The bidder accepts the obligation to become familiar with these specifications.
- B. 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 Municipality 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 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 Municipality of such ambiguities, errors or omissions, the bidder shall be bound by the requirements of the specifications and the bidder's submitted bid.
- C. 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 Municipality's representative stipulated in the specification. In order to be given consideration, a written request must be received at least seven (7) business days prior to the date fixed for the opening of the bid for goods and services.

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. The Municipality's interpretations or corrections thereof shall be final.

When issuing addenda, the Municipality 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 pursuant to N.J.S.A. 40A:11-23c.1.

#### D. Discrepancies in Bids

- 1. 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.
- 2. 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 Municipality of the extended totals shall govern.

#### E. Pre-Bid Conference

A Pre-Bid Conference is not required for this bid.

#### IV. BRAND NAMES, STANDARDS OF QUALITY AND PERFORMANCE

- A. 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.
- B. Variations between the goods and services described and the goods and services offered are to be fully identified and described by the bidder on a separate sheet and submitted with the bid proposal form. Vendor literature WILL NOT suffice in explaining exceptions to these specifications. In the absence of any exceptions by the bidder, it will be presumed and required that the goods and services as described in the bid specification be provided or performed.
- C. It is the responsibility of the bidder to document and/or demonstrate the equivalency of the goods and services offered. The Municipality reserves the right to evaluate the equivalency of the goods and services.
- D. 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 Municipality harmless from any damages resulting from such infringement.
- E. Only manufactured and farm products of the United States, wherever available, shall be used pursuant to N.J.S.A. 40A:11-18.
- F. 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 by an (X) shall include but are not limited to the following coverages.

- A. INSURANCE REQUIREMENTS (See Article 12 of Contract for specific insurances required.)
- (X) 1. Comprehensive general public liability insurance against claims for bodily injury, death and property damage occurring on, in or about the Project and the adjoining streets, sidewalks and passageways, including contractual liability coverage pursuant to Article 15 of this Agreement, to combined single limit amount of not less than \$1,000,000.00;
- (X) 2. Municipality and Contractor Protective Liability Insurance in combined single limit amount of not less than \$1,000,000.00;
- (X) 3. Workers' Compensation Insurance coverage of the full statutory liability of Contractor;
- (X) 4. Employer's Liability Insurance in the full statutory amount required by New Jersey law;
- (X) 5. Products and Completed Operations Liability Insurance in the amount of \$100,000.00;
- (X) 6. Comprehensive Automotive Liability Insurance against claims for bodily injury, death or property damage in combined single limit amount of not less than \$500,000.00;

(X) 7. Pollution Liability Insurance in a single occurrence limit amount not less than \$1,000,000.00.

#### 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 Municipality as an additional insured.

Self-insured contractors shall submit an affidavit attesting to their self-insured coverage and shall name the Municipality as an additional insured.

All of the Bidders' insurance coverage shall contain a clause requiring the insurance company to notify the additional insureds at least thirty (30) days prior to cancellation of any policy.

#### (X) C. INDEMNIFICATION

Bidder shall indemnify and hold harmless the Municipality from all claims, suits or actions, and damages or costs of every name and description to which the Municipality may be subjected or put by reason of injury to the person or property of another, or the property of the Municipality, resulting from 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.

#### VI. PRICING INFORMATION FOR PREPARATION OF BIDS

- A. The Municipality is exempt from any local, state or federal sales, use or excise tax.
- B. Estimated Quantities (Open-End Contracts): The Municipality 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.
- C. 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.
- D. 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 Municipality. 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.

# VII. STATUTORY AND OTHER REQUIREMENTS The following are mandatory requirements of this bid and contract.

#### A. 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. The following information summarizes the full, required regulatory text, which is included as Exhibit A of this bid specification.

#### 1. Goods and Services (including professional services) 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 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
- ii. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4; or
- iii. A photocopy of an Employee Information Report (Form AA 302) 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.

#### 2. Maintenance/Construction Contracts

After notification of award, but prior to signing the contract, the contractor shall submit to the public agency compliance officer and the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts (Division) an initial project workforce report (Form AA201) 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 shall also submit a copy of the Monthly Project Workforce Report once a month thereafter for the duration of the contract to the Division and to the public agency compliance officer. The contractor shall also 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.

#### B. AMERICANS WITH DISABILITIES ACT OF 1990

Discrimination on the basis of disability in contracting for the purchase of goods and services is prohibited. Bidders are required to read Americans With Disabilities language that is included within Bid Proposal section of this specification and agree that the provisions of Title II of the Act are made a part of the contract. The contractor is obligated to comply with the Act and to hold the Municipality harmless.

#### C. STOCKHOLDER DISCLOSURE

N.J.S.A. 52:25-24.2 provides that no corporation or partnership 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 corporation or partnership, bidders shall submit a statement setting forth the names and addresses of all stockholders in the corporation or partnership

who own ten percent or more of its stock of any class, or of all individual partners in the partnership who own a ten percent or greater interest therein. The included Statement of Ownership shall be completed and attached to the bid proposal. This requirement applies to all forms of corporations and partnerships, including, but not limited to, limited partnerships, limited liability corporations, limited liability partnerships and Subchapter S corporations. Failure to submit a stockholder disclosure document shall result in rejection of the bid.

#### D. PROOF OF BUSINESS REGISTRATION

N.J.S.A. 52:32-44 requires that each bidder (contractor) submit proof of business registration with the bid proposal. Proof of registration shall be a copy of the bidder's Business Registration Certificate (BRC). A BRC is obtained from the New Jersey Division of Revenue. Information on obtaining a BRC is available on the internet at <a href="www.nj.gov/njbgs">www.nj.gov/njbgs</a> or by phone at (609) 292-1730. N.J.S.A. 52:32-44 imposes the following requirements on contractors and all subcontractors that **knowingly** provide goods or perform services for a contractor fulfilling this contract:

- 1) The contractor shall provide written notice to its subcontractors and suppliers to submit proof of business registration to the contractor;
- Prior to receipt of final payment from a contracting agency, a contractor must submit to the contacting agency an accurate list of all subcontractors or attest that none were used;
- 3) During the term of this contract, the contractor and its affiliates shall collect and remit, and shall notify all subcontractors and their affiliates that they must collect and remit to the Director, New Jersey Division of Taxation, 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 this State.

A contractor, subcontractor or supplier who fails to provide proof of business registration or provides false business registration information shall be liable to a penalty of \$25 for each day of violation, not to exceed \$50,000 for each business registration not properly provided or maintained under a contract with a contracting agency. Information on the law and its requirements is available by calling (609) 292-1730.

# If boxes of the following items are checked, they are mandatory requirements of the bid proposal and contract.

#### (X) E. 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 8:59-2 et seq.). Containers that the law and rules require to be labeled shall show the Chemical Abstracts Service number of all the components and the chemical name. Further, all applicable Material Safety Data Sheets (MSDS) - hazardous substance fact sheet - must be furnished.

#### (X) F. 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 Municipality within ten (10) days of the payment of the wages. 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. Additional information is available at <a href="https://www.state.nj.us/labor/lsse/lspubcon.html">www.state.nj.us/labor/lsse/lspubcon.html</a>.

#### (X) G. THE 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 sub-contractors 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.

The law defines "public works projects" as contracts for "public work" as defined in the Prevailing Wage statute [N.J.S.A. 34:11-56.26(5)]. The term means:

Ш	Construction, reconstruction, demolition, alteration, or repair work, or
	maintenance work, including painting and decorating, done under contract and paid for in whole or in part out of the funds of a public body, except work performed under a rehabilitation program.
	"Public work" shall also mean construction, reconstruction, demolition, alteration, or repair work, done on any property or premises, whether or not the work is paid for from public funds"
	"Maintenance work" means the repair of existing facilities when the size, type or extent of such facilities is not thereby changed or increased. While "maintenance" includes painting and decorating and is covered under the law, it does not include work such as routine landscape maintenance or janitorial services.

To register, a contractor must provide the State Department of Labor with a full and accurately completed application form. The application form is available online at <a href="http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw">http://lwd.dol.state.nj.us/labor/wagehour/regperm/pw</a> cont reg.html.

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

#### H. NON-COLLUSION AFFIDAVIT

The Affidavit shall be properly executed and submitted with the bid proposal.

#### I. PAY TO PLAY

1. Prospective bidders 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. You, the prospective bidder 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.

2. Unless this proposal is being solicited through a fair and open process in accordance with N.J.S.A. 19:44A- 20.5, all contracts deemed "Non-Fair and Open Contracts" pursuant to law shall include the following contribution prohibition language:

Political Contribution Disclosure. This contract has been awarded to CONTRACTOR based on the merits and abilities of CONTRACTOR to provide the goods or services as described herein. This contract was not awarded through a "fair and open process" pursuant to N.J.S.A. 19:44A-20.4 et seq. As such, the undersigned does hereby attest that CONTRACTOR, its subsidiaries, assigns or principals controlling in excess of 10% of the company has neither made a contribution, that is reportable pursuant to the Election Law Enforcement Commission pursuant to N.J.S.A. 19:44A-8 or 19:44A-16, in the one (1) year period preceding the award of the contract that would, pursuant to P.L. 2004, c.19, affect its eligibility to perform this contract, nor will it make a reportable contribution during the term of the contract to any political party committee in the Municipality if a member of that political party is serving in an elective public office of the Municipality when the contract is awarded, or to any candidate committee of any person serving in an elective public office of the Municipality when the contract is awarded.

#### J. PROMPT PAYMENT LAW DISCLOSURE

The New Jersey Law on Prompt Payment Of Construction Contracts provides, at N.J.S.A. 2A:30A-2(a), that if a prime contractor has performed in accordance with contract provisions and the billing has been approved and certified by the Municipality (or the Municipality's agent), then the Municipality is required to pay the amount due to the prime contractor not more than thirty (30) days after the billing date. However, In accordance with

N.J.S.A. 2A:30A-2(a), that subsection shall not be applicable to the subject project where the governing body is required to vote on authorizations for each periodic payment, final payment or retainage monies, in which event the amount due may be approved and certified at the next scheduled public meeting of the governing body.

#### K. CERTIFICATION PURSUANT TO P.L. 2012, C.25

[No investment activities in Iranian financial or energy sectors]

#### VIII. METHOD OF CONTRACT AWARD

- A. The length of the contract shall be stated in the specifications. 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.
- B. 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.
- C. 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.
- D. The form of contract shall be submitted by the Municipality to the successful bidder. Terms of the specifications/bid package prevail. Bidder exceptions must be formally accepted by the Municipality.

#### IX. CAUSES FOR REJECTING BIDS

Bids may be rejected for any of the following reasons:

- 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 Municipality 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 Municipality 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 Municipality of any obligation for balances to the contractor of any sum or sums set forth in the contract. Municipality 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 Municipality for damages sustained by the Municipality by virtue of any breach of the contract by the contractor

and the Municipality may withhold any payments to the contractor for the purpose of compensation until such time as the exact amount of the damage due the Municipality from the contractor is determined.

- C. The contractor agrees to indemnify and hold the Municipality 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 Municipality under this provision.
- D. In case of default by the contractor, the Municipality 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 Municipality reserves the right to cancel the contract.
- F. ACQUISITION, MERGER, SALE AND/OR TRANSFER OF BUSINESS, ETC.

It is understood by all parties that if, during the life of the contract, the contractor disposes of his/her business concern by acquisition, 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 party or parties will be required to submit all documentation/legal instruments that were required in the original bid/contract. Any change shall be approved by the Municipality.

- 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 Municipality.
- H. The Municipality may terminate the contract for convenience by providing sixty (60) calendar days advanced notice to the contractor.

#### XI. PAYMENT

- A. No payment will be made unless duly authorized by the Municipality's authorized representative and accompanied by proper documentation.
- B. Payment will be made in accordance with the Municipality's policy and procedures.

#### X11. LIQUIDATED DAMAGES

#### A. Damages for Cause

The Contractor shall be liable to the Municipality for all expenses, losses, damages, as determined by the Engineer, incurred in consequence of any defect, omission or mistake of the Contractor, his subcontractors, agents or employees, or for the making good thereof.

#### B. Costs of Engineering and Inspection

There will be deducted from any payments due the Contractor and retained by the Municipality an amount to defray the cost of wages and overhead paid by the Municipality to any Project Manager, Resident Engineer and/or Observer(s) employed on the work for any time in excess of the completion time stipulated, in excess of eight (8) hours per day or on Saturdays, Sundays or legal holidays. This amount shall be determined at the rate of One Hundred Forty Dollars (\$140.00) per

man hour for each Project Manager and Ninety-Five Dollars (\$95.00) for each Observer or Resident Project Representative.

#### C. <u>Damages for Non-Completion</u>

If the Contractor is permitted to finish the work after the specified period of completion, the Municipality shall have full authority to and may deduct and retain from any payments due the Contractor the sum of Five Hundred Dollars (\$500.00) for each calendar day thereafter that the contract remains uncompleted, as a liquidated damage, and not as a penalty, to defray reasonable loss to the municipality due to failure to complete the work in the stipulated time.

#### **EXHIBIT A**

#### 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

#### GOODS, PROFESSIONAL SERVICES AND GENERAL SERVICE 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, upgrading, 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 will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter 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.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

The Contractor or subcontractor agrees to inform, in writing, its appropriate recruitment agencies including, but not limited to, employment agencies, placement bureaus, colleges, universities, and labor unions, that it does not discriminate on the basis of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability,

nationality or sex, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The Contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the State of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

In conforming with the targeted employment goals, the Contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and layoff to ensure that all such actions are taken without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions

The Contractor shall submit to the public agency, after notification of award, but prior to execution of a goods and services contract, one (1) of the following three (3) documents:

Letter of Federal Affirmative Action Plan Approval Certificate of Employee Information Report

Employee Information Report Form AA302 (electronically provided by the Division and distributed to the public agency through the Division's website at: www.state.nj.us/treasury/contract compliance)

The Contractor and its subcontractors shall furnish such reports, or other documents, to the Division of Purchase & Property, CCAU, EEO Monitoring Program, as may be requested, by the office 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 Purchase & Property, CCAU, EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code at N.J.A.C. 17:27.

#### EXHIBIT B

#### 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 ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, 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 equal employment opportunity shall include, but not be limited to the following: employment, upgrading, 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 will send to each labor union, with which it has a collective bargaining agreement, 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 targeted employment goal prescribed by N.J.A.C. 17:27-7.2; provided, however, that the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO

Monitoring Program is satisfied that the Contractor or subcontractor is employing workers provided by a union which provides evidence, in accordance with standards prescribed by the Dept. of LWD, Construction EEO Monitoring Program, that its percentage of active "card carrying" members who are minority and women workers is equal to or greater than the targeted employment goal established in accordance with N.J.A.C. 17:27-7.2. 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 (3) 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 (5) business days prior to the commencement of construction work, the Contractor or subcontractor agrees to afford equal employment opportunities to minority and women workers directly, consistent with this chapter. 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 affording equal employment opportunities as specified in this chapter, the Contractor or subcontractor agrees to be prepared to provide such opportunities to minority and women workers directly, consistent with this chapter, 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 that the union is not referring minority and women workers consistent with the equal employment opportunity goals set forth in this chapter.
- (B) If good faith efforts to meet targeted employment goals have not or cannot be met 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:
- (1) To notify the public agency compliance officer, the Dept. of LWD,

  Construction EEO Monitoring Program, 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;
- (5) If it is necessary to lay off some of the workers in a given trade on the construction site, layoffs shall be conducted in compliance with the equal employment opportunity and non-discrimination standards set forth in this regulation, as well as with applicable Federal and State court decisions;
- (6) To adhere to the following procedure when minority and women workers apply or are referred to the Contractor or subcontractor:
  - a. The contactor or subcontractor shall interview the referred minority or women worker.
  - b. 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 in good faith determine the qualifications of such individuals. The Contractor subcontractor shall hire or schedule those individuals who satisfy appropriate qualification standards in conformity with the equal employment opportunity and non-discrimination principles set forth in this chapter. 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 Dept. of LWD, Construction EEO Monitoring Program. 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.
  - c. The name of any interested women or minority individual shall be maintained on a waiting list, and shall be considered for employment as described in (i) above, whenever vacancies occur. At the request of the Dept. of LWD, Construction EEO Monitoring Program, the Contractor or subcontractor shall provide evidence of its good faith efforts to employ women and minorities from the list to fill vacancies.
  - d. 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 Dept. of LWD, Construction EEO Monitoring Program.

- (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 Dept. of LWD, Construction EEO Monitoring Program and submitted promptly to the Dept. of LWD, Construction EEO Monitoring Program 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 targeted 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 Dept. of LWD, Construction EEO Monitoring Program an initial project workforce report (Form AA 201) electronically provided to the public agency by the Dept. of LWD, Construction EEO Monitoring Program, through its website, 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 Dept. of LWD, Construction EEO Monitoring Program as may be requested by the Dept. of LWD, Construction EEO Monitoring Program 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 Dept. of LWD, Construction EEO Monitoring Program for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

# Appendix A – 12 Forest Ave Drawings

CLARK AND CHARLOTTE LAGEMANN 12 FOREST AVE, CRANFORD NJ 07016

28% = 7,500 SQ.FT. X 28% = 2,100 SQ. FT.

1,457.12 SQ. FT.

### **GENERAL NOTES**

- . ALL WORK PERFORMED SHALL COMPLY WITH BUILDING AND ZONING ORDINANCES AND ALL OTHER APPLICABLE CODES, ETC. FOR THE STATE
- OF NJ AND THE LOCAL AUTHORITY HAVING JURISDICTION.
  2. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE INTERNATIONAL RESIDENTIAL CODE OF THE STATE OF NJ &
- ALL PLUMBING AND MECHANICAL WORK SHALL BE IN ACCORDANCE WITH THE INTERNATIONAL RESIDENTIAL CODE OF THE STATE OF NJ AND
  THE INTERNATIONAL PLUMBING CODE, INTERNATIONAL MECHANICAL CODE AND FUEL GAS CODE OF THE STATE OF NJ.
   WORKMANSHIP AND MATERIALS SHALL CONFORM TO THE REQUIREMENTS OF THE INTERNATIONAL RESIDENTIAL CODE OF THE STATE OF NJ.
- CERTIFICATES OF INSURANCE PRIOR TO STARTING THE WORK.

  THE CONTRACTOR AND ALL SUBCONTRACTORS SHALL VERIFY ALL DIMENSIONS AND CONDITIONS AT THE SITE, AND SHALL NOTIFY THE ARCHITECT OF ANY DISCREPANCIES. CONTRACTOR SHALL CROSS-CHECK DETAILS AND DIMENSIONS SHOWN ON ALL DRAWINGS.

  FLOOR AND WALL OPENINGS, SLEEVES, VARIATION IN THE STRUCTURAL SLAB ELEVATIONS, STEPPED FOOTINGS, DEPRESSED AREAS AND
- PROCEEDS WITH CONSTRUCTION.
  8. IN ALL CASES WHERE A CONFLICT MAY OCCUR SUCH AS BETWEEN ITEMS COVERED BY SPECIFICATIONS AND NOTES ON THE DRAWINGS,
  OR BETWEEN GENERAL NOTES AND SPECIFIC DETAILS, THE ARCHITECT SHALL BE NOTIFIED AND WILL INTERPRET THE INTENT OF THE
- CONTRACT DOCUMENTS.

  OR BETWEEN GENERAL NOTES AND SPECIFIC DETAILS, THE ARCHITECT SHALL BE NOTIFIED AND WILL INTERPRET THE INTENT OF THE CONTRACT DOCUMENTS.

  DETAILS NOTED AS TYPICAL SHALL APPLY IN ALL CASES UNLESS SPECIFICALLY SHOWN OR NOTED OTHERWISE.
- WHERE NO SPECIFIC DETAIL IS SHOWN, THE FRAMING OR CONSTRUCTION SHALL BE IDENTICAL AND SIMILAR TO THAT INDICATED FOR LIKE
  CASES OF CONSTRUCTION ON THIS PROJECT.
   THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS FOR DIMENSIONS IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS
- 11. THE CONTRACTOR SHALL NOT SCALE THE DRAWINGS FOR DIMENSIONS. IN NO CASE SHALL WORKING DIMENSIONS BE SCALED FROM PLANS, SECTIONS OR DETAIL DRAWINGS. ALL WRITTEN OR DIMENSIONED INFORMATION TAKES PRECEDENCE OVER THE DRAWING.

  12. CONTRACTOR SHALL BE RESPONSIBLE FOR VISITING THE SITE AND FAMILIARIZING HIMSELF WITH THE EXISTING CONDITIONS AND SCOPE OF
- THE WORK PRIOR TO SUBMITTING BIDS AND COMMENCING WORK.

  13. CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR ALL SAFE WORKING CONDITIONS AND SHALL OBSERVE ALL SAFETY REQUIREMENTS ESTABLISHED BY JURISDICTIONAL AGENCIES AND THE OWNER. WHERE CONFLICTS EXIST, THE MORE STRINGENT REQUIREMENT SHALL APPLY CARE SHALL BE EXERCISED TO AVOID ENDANGERING DEPSONNEL OR STRINGTURES.
- APPLY. CARE SHALL BE EXERCISED TO AVOID ENDANGERING PERSONNEL OR STRUCTURES.

  14. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION METHODS, PROCEDURES AND JOB SITE CONDITIONS INCLUDING SAFETY.

  CONSTRUCTION SHALL BE PERFORMED IN SUCH A MANNER TO PROTECT WORKMEN, OCCUPANTS AND THE PUBLIC TO BE PROTECTED FROM INJURY AND ADJOINING PROPERTY SHALL BE PROTECTED FROM DAMAGE BY USE OF SCAFFOLDING, UNDERPINNING OR OTHER APPROVED METHOD. THE CONTRACTOR SHALL REPAIR ANY AND ALL DAMAGE CAUSED DURING OR RESULTING FROM HIS OPERATIONS IN KIND TO THE
- SATISFACTION OF THE OWNER AT NO ADDITIONAL COST TO THE OWNER.

  15. THE CONTRACTOR SHALL MAINTAIN THE JOB SITE IN A CLEAN, DEBRIS FREE CONDITION. THE DUST RESULTING FROM REMOVALS SHALL CONTROLLED SO AS TO PREVENT ITS SPREAD TO OCCUPIED PORTIONS OF THE BUILDING AND TO AVOID CREATION OF A NUISANCE IN T
- SURROUNDING AREA.

  16. CONTRACTOR SHALL APPLY FOR, SECURE, AND PAY FOR ALL REQUIRED PERMITS, FEES, APPROVALS, ETC. PRIOR TO COMMENCING WORK
  AND SHALL SCHEDULE INSPECTIONS ACCORDINGLY AND SECURE A CERTIFICATE OF OCCUPANCY UPON COMPLETION.
- AND SHALL SCHEDULE INSPECTIONS ACCORDINGLY AND SECURE A CERTIFICATE OF OCCUPANCY UPON COMPLETION.

  17. CONTRACTOR SHALL BE RESPONSIBLE TO DISPOSE OF ALL DEMOLISHED MATERIAL OFF SITE IN AN APPROVED MANNER. THE OWNER SHALL
  BE CONSULTED PRIOR TO DISPOSAL OF ANY SALVAGED OR EXCESS MATERIALS UPON COMPLETION OF THE PROJECT.
- 18. UPON COMPLETION OF WORK, ALL EXCESS MATERIAL, DEBRIS, ETC. SHALL BE REMOVED AND THE WORK AREA SHALL BE LEFT CLEAN TO THE OWNER'S SATISFACTION.

  19. CONTRACTOR SHALL COORDINATE SCHEDULING OF WORK WITH THE OWNER'S REQUIREMENTS FOR THE USE OF THE BUILDING, IF REQUIRED.
- 19. CONTRACTOR SHALL COORDINATE SCHEDULING OF WORK WITH THE OWNER'S REQUIREMENTS FOR THE USE OF THE BUILDING, IF REQUIRED.
  CONSTRUCTION ACTIVITIES SHALL COMPLY WITH LOCAL NOISE ORDINANCES REQUIREMENTS.
  20. CONTRACTOR SHALL FURNISH ALL EQUIPMENT REQUIRED TO PERFORM THE WORK INDICATED IN A SAFE AND ORDERLY MANNER.
- 21. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE RELOCATION AND TEMPORARY SUPPORT OF ANY UTILITIES ENCOUNTERED DURING THE COURSE OF HIS WORK AND TO ENSURE THE OWNER'S BUILDING/FACILITY TO BE OPERATIONAL, IF REQUIRED.

  22. THE CONTRACTOR SHALL MAINTAIN UNOBSTRUCTED ACCESS TO ALL UTILITIES AND PUBLIC FACILITIES INCLUDING FIRE HYDRANTS, FIRE
- ALARM BOXES, POLICE CALL BOXES, STREET LIGHTS, MANHOLES, AMONG OTHERS DURING CONSTRUCTION.

  CONTRACTOR SHALL FIELD VERIFY LOCATIONS OF EXISTING UTILITIES AND OBJECTS ABOVE AND BELOW GROUND INCLUDING BUT NOT LIMITED TO ELECTRICAL SERVICE, WELL, SANITARY, STORM WATER DRAINAGE PIPES, ETC.
- CONTRACTOR IS RESPONSIBLE FOR RELOCATION AND/OR COORDINATION OF EXISTING CONDITIONS TO ACCOMMODATE THE NEW WORK.
   THE CONTRACTOR IS RESPONSIBLE FOR CUTTING, NOTCHING, AND/OR DRILLING THROUGH ANY FRAMING TO ACCOMMODATE THE INSTALLATION OF ELECTRICAL CONDUIT, PLUMBING, AND MECHANICAL EQUIPMENT SO LONG AS THE INTEGRITY OF THE STRUCTURAL MEMBERS ARE NOT COMPROMISED AND ARE DONE IN ACCORDANCE WITH THE REQUIREMENTS OF THE INTERNATIONAL RESIDENTIAL CODE.
   THE CONTRACTOR SHALL GUARANTEE ALL OF HIS WORK AND THE WORK OF THE SUBCONTRACTOR'S FOR A PERIOD OF ONE YEAR AFTER
- RECEIVING FINAL ACCEPTANCE FOR SUBSTANTIAL COMPLETION AND DO ALL REPAIR WORK AND REPLACEMENT AS NECESSARY DURING
  THAT PERIOD AT THE CONTRACTOR'S EXPENSE. PROVIDE WRITTEN WARRANTY UPON COMPLETION AND ACCEPTANCE.

  ALL CHANGES SHALL BE REQUESTED IN WRITING AND MAY ONLY BE APPROVED IN WRITING BY THE ARCHITECT AND THE OWNER PRIOR TO
- ANY CHANGES BEING MADE.

  29. THE ARCHITECT HAS THE RIGHT TO REJECT ANY PORTION OF WORK THAT IS POORLY INSTALLED, DOES NOT MEET INDUSTRY STANDARD, UNAUTHORIZED OR WORK DONE CONTRARY TO THE INTENT OF THE CONTRACT DOCUMENTS. SUCH WORK SHALL BE REPLACED,
- REPAIRED OR REMOVED AT THE CONTRACTOR'S EXPENSE.

  30. ALL MANUFACTURER'S MATERIALS, COMPONENTS, FASTENERS, ASSEMBLIES, ETC. SHALL BE HANDLED AND INSTALLED IN ACCORDANCE WITH MANUFACTURER'S INSTRUCTIONS AND RECOMMENDATIONS. WHERE BRAND NAMES AND MANUFACTURED PRODUCTS ARE CALLED FOR, APPROVED EQUALS WHICH MEET APPLICABLE STANDARDS AND SPECIFICATIONS MAY BE SUBSTITUTED WITH WRITTEN PERMISSION OF THE ARCHITECT AND THE OWNER. WHENEVER BRAND NAMES OR SPECIFIC PRODUCT SYSTEMS ARE INDICATED IT SHALL BE CLEARLY UNDERSTOOD THAT SUCH IDENTIFICATION IS FOR THE PURPOSE OF ILLUSTRATING THE TYPE OF PRODUCT AND DEGREE OF QUALITY DESIRED. SUCH IDENTIFICATION IN NO WAY PRECLUDES THE CONTRACTOR FROM USING PRODUCTS OF OTHER MANUFACTURERS WHICH CAN BE SHOWN IN ADVANCE TO BE OF LIKE AND KIND OF EQUAL QUALITY.
- 31. INSTALL NEW WINDOWS WITH INSULATED LOW-E GLAZING. SIZE, TYPE, AND CONFIGURATION AS INDICATED ON PLANS. GLAZING BOTTOM EDGE LESS THAN 18" ABOVE THE FLOOR AND SIDE-LITES ADJACENT TO SWINGING DOORS SHALL BE TEMPERED SAFETY GLAZING. THE OWNER SHALL SELECT OPTIONS SUCH AS GRILLES, COLORS, SCREENS, ETC.
- 32. ALL FLOOR FINISH MATERIAL TRANSITIONS SHALL BE PROVIDED. INSTALL MARBLE SADDLE W/ BEVELED EDGES AT TOILET ROOM DOORS WITH TILE FLOOR FINISHES.
- 33. THE ARCHITECT WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS AND THE DESIGN INTENT THEY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM OTHERS. FAILURE TO OBTAIN AND/OR FOLLOW THE ARCHITECT'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.
  34. ELECTRICAL, MECHANICAL, AND PLUMBING DESIGN INFORMATION SHOWN FOR COORDINATION PURPOSES, F.V., WITH ACTUAL CONDITIONS
- 35. THE CONTRACTOR SHALL INSTALL ALL NECESSARY FIRE BLOCKING AND DRAFT STOPPING IN ACCORDANCE WITH THE INTERNATIONAL
- RESIDENTIAL CODE.

  36. THE CONTRACTOR SHALL PROVIDE AIR SEALING AND INSULATION OF THE BUILDING THERMAL ENVELOPE TO BE DURABLY SEALED TO LIMIT INFILTRATION AND PROVIDE AIR TIGHTNESS. PROVIDE TESTING CONDUCTED BY AN APPROVED THIRD PARTY WHERE REQUIRED BY THE CODE OFFICIAL. SUBMIT CERTIFIED REPORT OF TEST RESULTS TO THE CODE OFFICIAL.
- THE CONTRACTOR SHALL PROVIDE ALL COORDINATION TO ACCOMMODATE NEW WORK INCLUDING SUBCONTRACTOR'S WORK. PREPARE AND SUBMIT COORDINATION DRAWINGS TO ARCHITECT/ENGINEER AS NECESSARY TO FULLY COORDINATE THE WORK TO IDENTIFY ANY POTENTIAL CONFLICTS TO BE ADDRESSED PRIOR TO THE WORK BEING PERFORMED. COORDINATE FRAMING WITH MECHANICAL, ELECTRICAL, PLUMBING, SPRINKLER AND FIRE ALARM SYSTEMS INCLUDING FIXTURES, FINISHES AND EQUIPMENT TO PROVIDE A
- COMPLETE COORDINATED INSTALLATION. COORDINATE FLOOR JOIST LOCATIONS WITH SANITARY ROUGH-IN.

  COORDINATE ANY INTERIOR FINISHES WITH ALL FIRE-RATED ASSEMBLIES TO PROVIDE MIN. REQUIRED FIRE RATINGS FOR SEPARATION, SEE BUILDING CODE INFORMATION.
- THE ARCHITECT WAIVES ANY AND ALL RESPONSIBILITY AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS AND THE DESIGN INTENT THEY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM OTHERS. FAILURE TO OBTAIN AND/OR FOLLOW THE ARCHITECT'S GUIDANCE WITH RESPECT TO ANY ERRORS, OMISSIONS, INCONSISTENCIES, AMBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.
   DATUMS AND BENCH MARK ELEVATIONS SHOWN ON PLANS ARE FOR REFERENCE PURPOSES ONLY. COORDINATE ALL ELEVATIONS AND VERTICAL DIMENSIONS SHOWN ON DRAWINGS BETWEEN ALL TRADES, INCLUDING, STRUCTURAL, ARCHITECTURAL, ETC.
- 41. THE CONTRACTOR SHALL REINFORCE FLOOR SUPPORT FRAMING UNDER ALL KITCHEN CABINETS, COUNTERTOPS, ISLANDS, BATHTUBS, SHOWERS, BUILT-IN CASEWORK AND BOOKSHELVES, ETC. DOUBLE UP FRAMING AS REQUIRED.

  42. CONTRACTOR SHALL FIELD VERIFY ALL CEILING HEIGHT CLEARANCES REQUIRED PER BUILDING CODE AND VERIFY WITH OWNERS
- THE CONTRACTOR SHALL COORDINATE PHASED DEMOLITION/CONSTRUCTION TO KEEP A PORTION OF THE BUILDING OR ADJACENT TENANT SPACE(S) OPERATIONAL/OCCUPIED IF REQUIRED BY THE OWNER. COORDINATE ISOLATION OF WORK AREAS FROM REMAINDER OF AREAS TO REMAIN OCCUPIED. PROTECT ALL EQUIPMENT, FURNITURE, DEVICES, FINISHES, ETC. IN PLACE OR TEMPORARILY RELOCATE. MAKE BUILDING WEATHER TIGHT, PLASTICIZE OPENINGS AND PROVIDE TEMPORARY HEATING AND LIGHTING THROUGHOUT. COORDINATE WITH
- OWNER'S REQUIREMENTS AND SCHEDULE.

  4. THE CONTRACTOR SHALL NOT INSTALL DUCTWORK IN UNCONDITIONED SPACES INCLUDING ATTICS AND CRAWLSPACES. ALL DUCTWORK TO BE LOCATED WITHIN THE BUILDINGS THERMAL ENVELOPE. SEAL ALL DUCT SEAMS.
- 45. THE OWNER OR OWNER'S AUTHORIZED AGENT, OTHER THAN THE CONTRACTOR, SHALL EMPLOY ONE OR MORE APPROVED AGENCIES TO PROVIDE SPECIAL INSPECTIONS AND TESTING DURING CONSTRUCTION AND IDENTIFY THE APPROVED AGENCY TO THE BUILDING OFFICIAL. SUBMIT CERTIFIED INSPECTION REPORTS TO OWNER, TOWN AND ARCHITECT/ENGINEER.
- 46. COORDINATE EXCAVATION FOR FOOTINGS AND FOUNDATIONS WITH SUBSURFACE CONDITIONS FOR BUILDING ADDITIONS AND FINISH GRADING. CREATE DRAINAGE SWALES AND PITCH/SLOPE FINISH GRADE AWAY FROM STRUCTURE, DRIVES, ETC.
   47. MINIMUM RAIL BEARING CAPACITY SHALL BE 2000 PSF. BEARING CAPACITY MUST BE VERIFIED IN THE FIELD AT THE TIME OF CONSTRUCTION BY A LICENSED GEOTECHNICAL ENGINEER. PROVIDE CERTIFICATION THIS REQUIREMENT IS MET TO OWNER, TOWN AND ARCHITECT
  - /ENGINEER.
    MECHANICAL, ELECTRICAL AND PLUMBING DESIGN BY OTHERS.

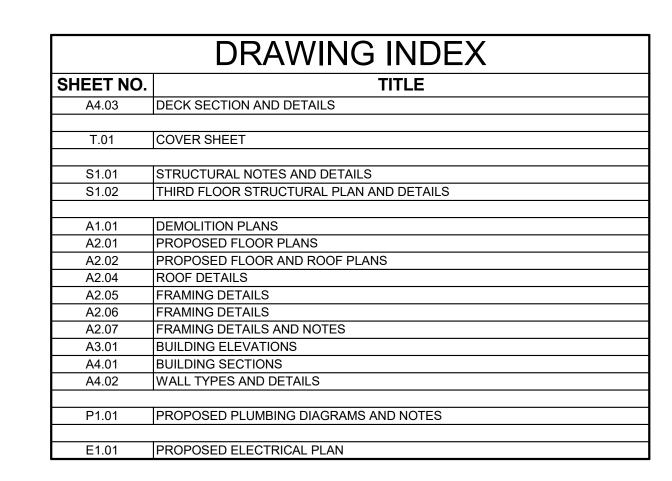
**ZONING CALCULATIONS:** NEW DWELLING ADDITION FLOOR AREA SINGLE FAMILY/RESIDENTIAL NUMBER OF STORIES 2 STORIES ABOVE GRADE CONSTRUCTION TYPE TYPE 5B - WOOD FRAME INFILTRATION METHOD **STANDARD** INSULATION R-VALUE ROOF/ATTIC R-21 I WALLS GLAZING U-FACTOR 0.33 **ZONING:** XXXXXX FRONT YARD SIDE YARD XXXXXX REAR YARD ALLOWABLE BUILDING HEIGHT 32 FEET ABOVE BFE+4 ACTUAL BUILDING HEIGHT 24'-9" ABOVE BFE+4 LOT WIDTH MIN. REQUIRD ACTUAL LOT WIDTH 60 FEET (EXIST. NON-CONFORMING) LOT AREA MIN 8,000 SQ. FT. 7,500 SQ. FT. ACTUAL LOT AREA ALLOWABLE PROJECTION INTO FRONT OR REAR YARD ACTUAL PROJECTION INTO FRONT OR REAR YARD FRONT YARD REQUIRED 25 FEET ACTUAL FRONT YARD REAR YARD 30% OF FIRST 100 FEET, 45% OF NEXT 50 FEET = 125 FOOT LOT DEPTH ACTUAL REAR YARD SIDE YARDS: REQUIRED ONE YARD 10% OF LOT WIDTH (7'-0" MIN) = 60' X 10% = 6'-0" SO 7'-0" 6'-9" (EXIST, NON-CONFORMING) REQUIRED BOTH YARDS 30% OF LOT WIDTH = 18'-0" 6'-9" + 7'-7" = 14'-4" (EXIST. NON-CONFORMING) MAXIMUM IMPERVIOUS LOT COVERAGE 38% = 7,500 SQ.FT. X 38% = 2,850 SQ. FT. ACTUAL IMPERVIOUS COVERAGE **HOUSE FOOTPRINT - 1457.12 SF DRIVEWAY - 349.30 SF** REAR PATIO - 136.50 SF FRONT WALK - 50.25 SI NEW DECK - 165.00 SF TOTAL - 2,229.34 SQ. FT

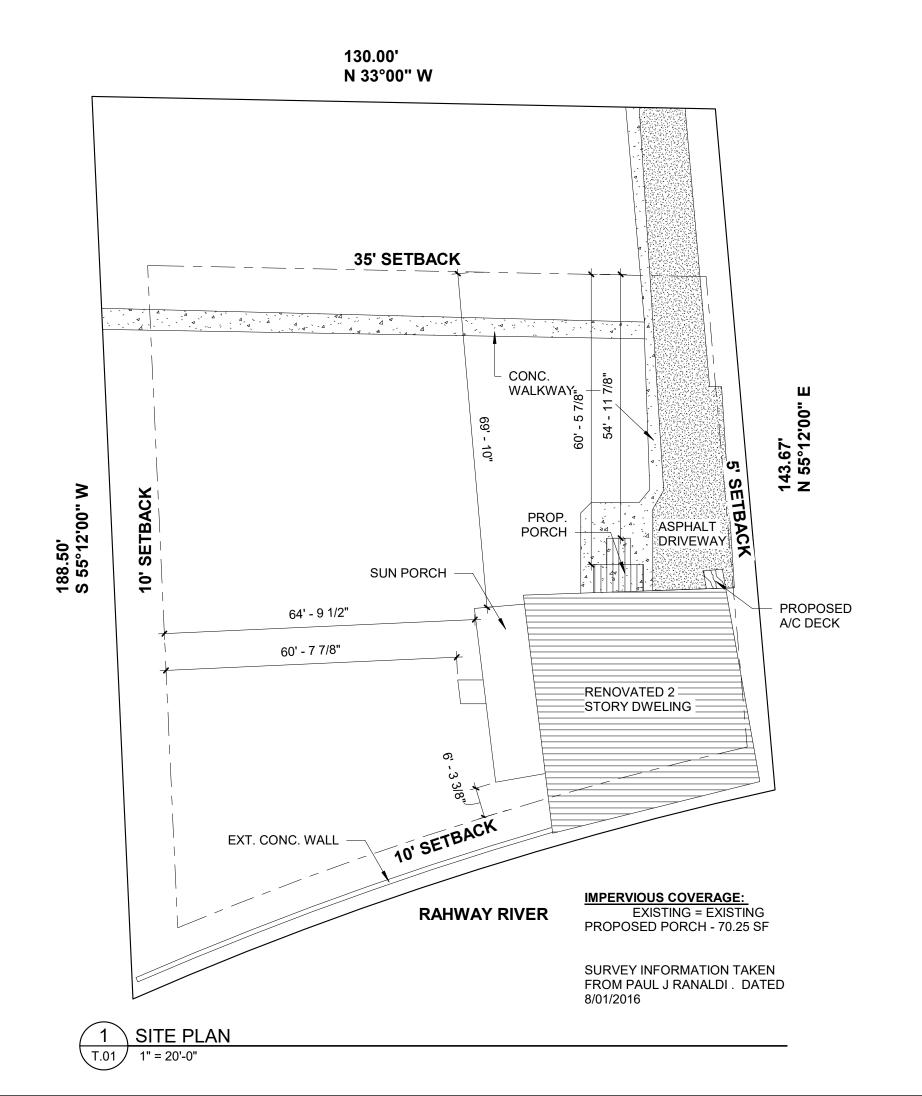
MAXIMUM BUILDING COVERAGE

ACTUAL BUILDING COVERAGE

LOCATION MAP	APPROX LOCATION OF JOB SITE
DAX Concept	Clare non pr
Riverside Condominiums • Riverside Condominiums • Riverside Condominiums • Riverside Condominiums	Terrapin North East
Riverside Dr Riverside Dr 24 Springfield Avenue Sperry Park	Blurbshow National State of St
Cranford Rowers Gondominiums  Rahway River 5  Funeral Home  Section  Rahway River 5  Cranford Rowers  Rahway River 5  Rahway R	James/F Harkins' Financial Services Temocrarily closed  Crai
Gray Memorial Funeral Home  12 Fi  Cra II  September 11  Memorial Monument	Cord, NJ 07016
	Corporation Temporally closed  Age  Age  River
Cleveland Plaza  Granford Twp  P Lot#5  R45 Training Clanford  Mr. Bin Sushi & Grill 1	
Sush - 35 Cranford Twp Church  Cranford Twp Police Department	Trinity Episc Dayschool  Trinity Church
Fire Me up studió	Better Homes and Better Benjamin J Ginter

1. JURISDICTI	ON: STATE OF NEW JERSEY
2. APPLICABL  • • • • • • SUBC	INTERNATIONAL BUILDING CODE 2018 - NEW JERSEY EDITION NATIONAL STANDARD PLUMBING CODE 2018 NATIONAL ELECTRICAL CODE 2017 ASHRAE 90.1 - 2016 INTERNATIONAL MECHANICAL CODE 2018 INTERNATIONAL FUEL GAS CODE 2018 BARRIER FREE SUBCODE (NJAC 5:23-7) & ANSI A117.1 - 2009 NEW JERSEY DEPARTMENT OF EDUCATION / EDUCATIONAL FACILITIES N.J.A.C. 6A:26 NEW JERSEY UNIFORM CONSTRUCTION CODE (NJAC 5:23) TITLE 5, CHAPTER 23, HAPTERS 1-12





Job No. 2607.03.03

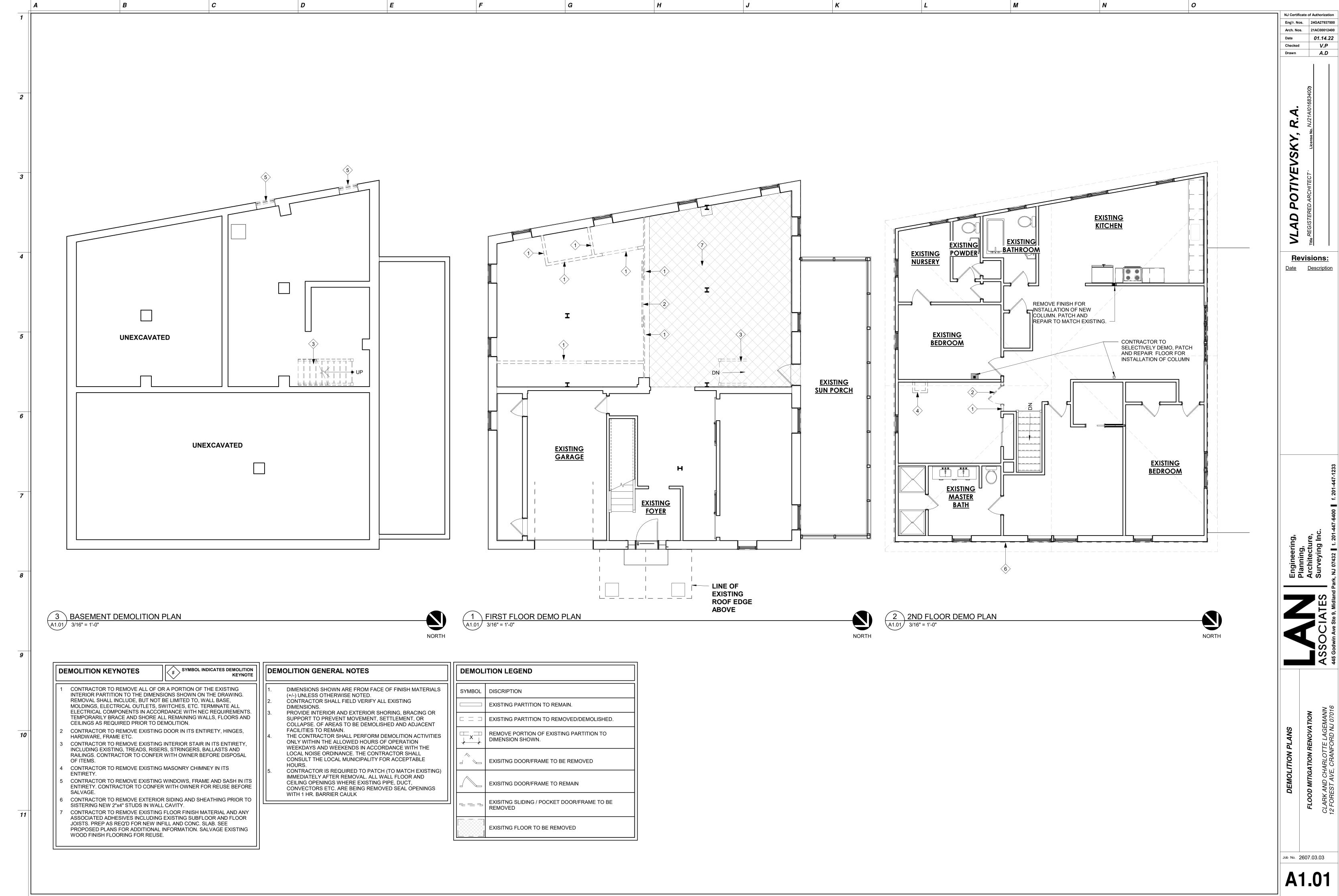
Drawn

A.D

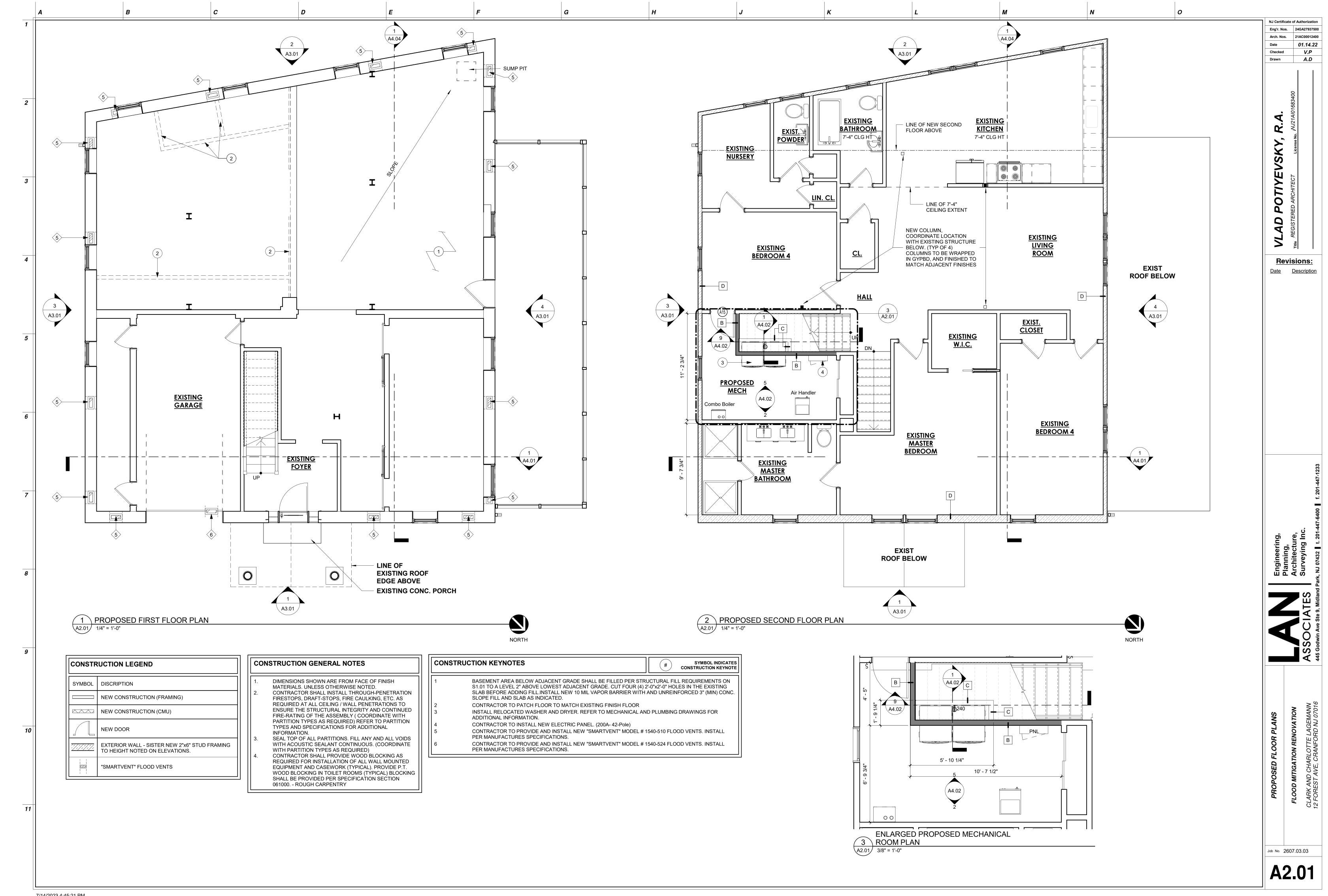
Revisions

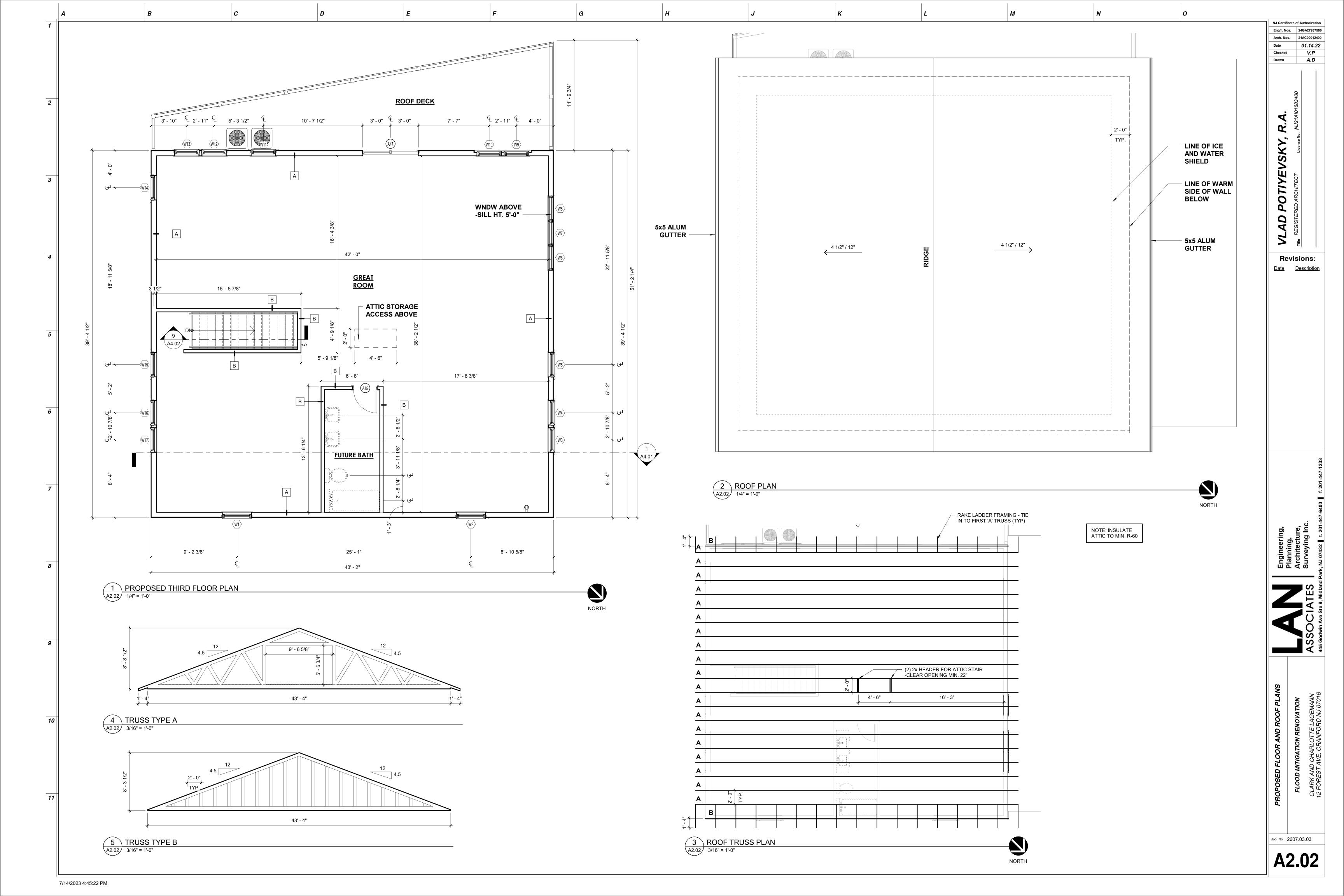
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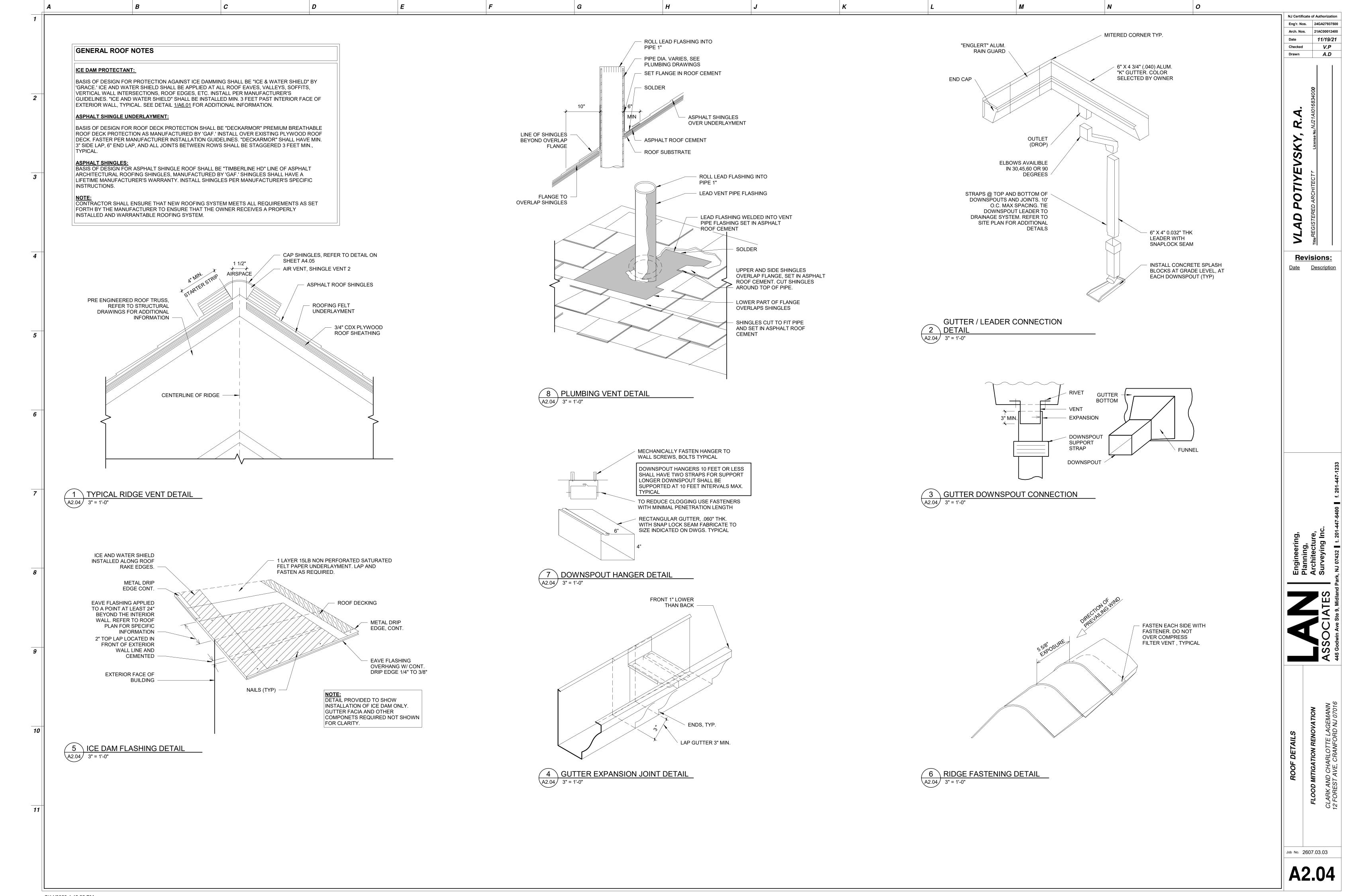
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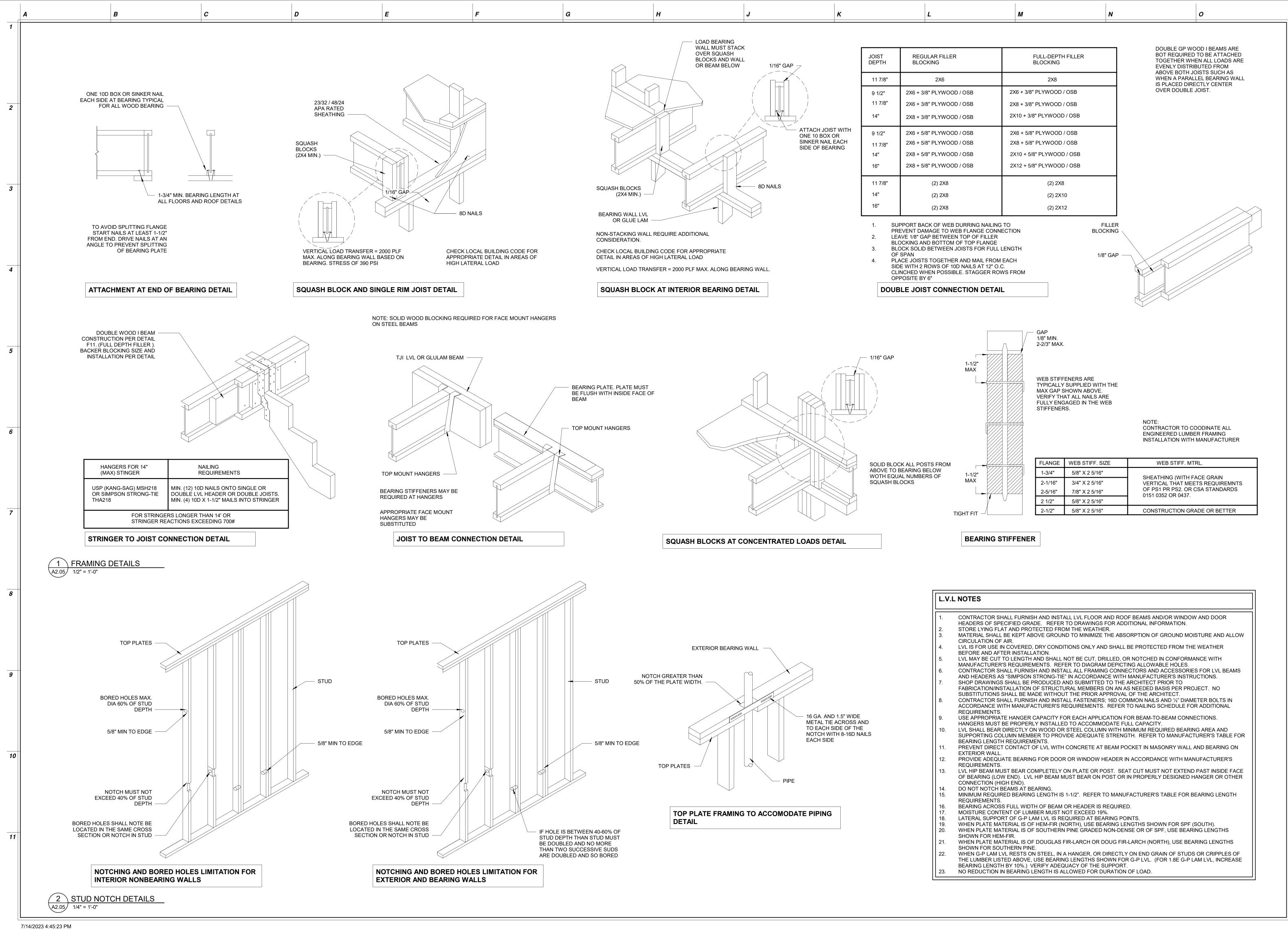


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A2.05

Job No. 2607.03.03

NJ Certificate of Authorization
Eng'r. Nos. 24GA2793750

Revisions:

<u>Date</u> <u>Description</u>

21AC00012400

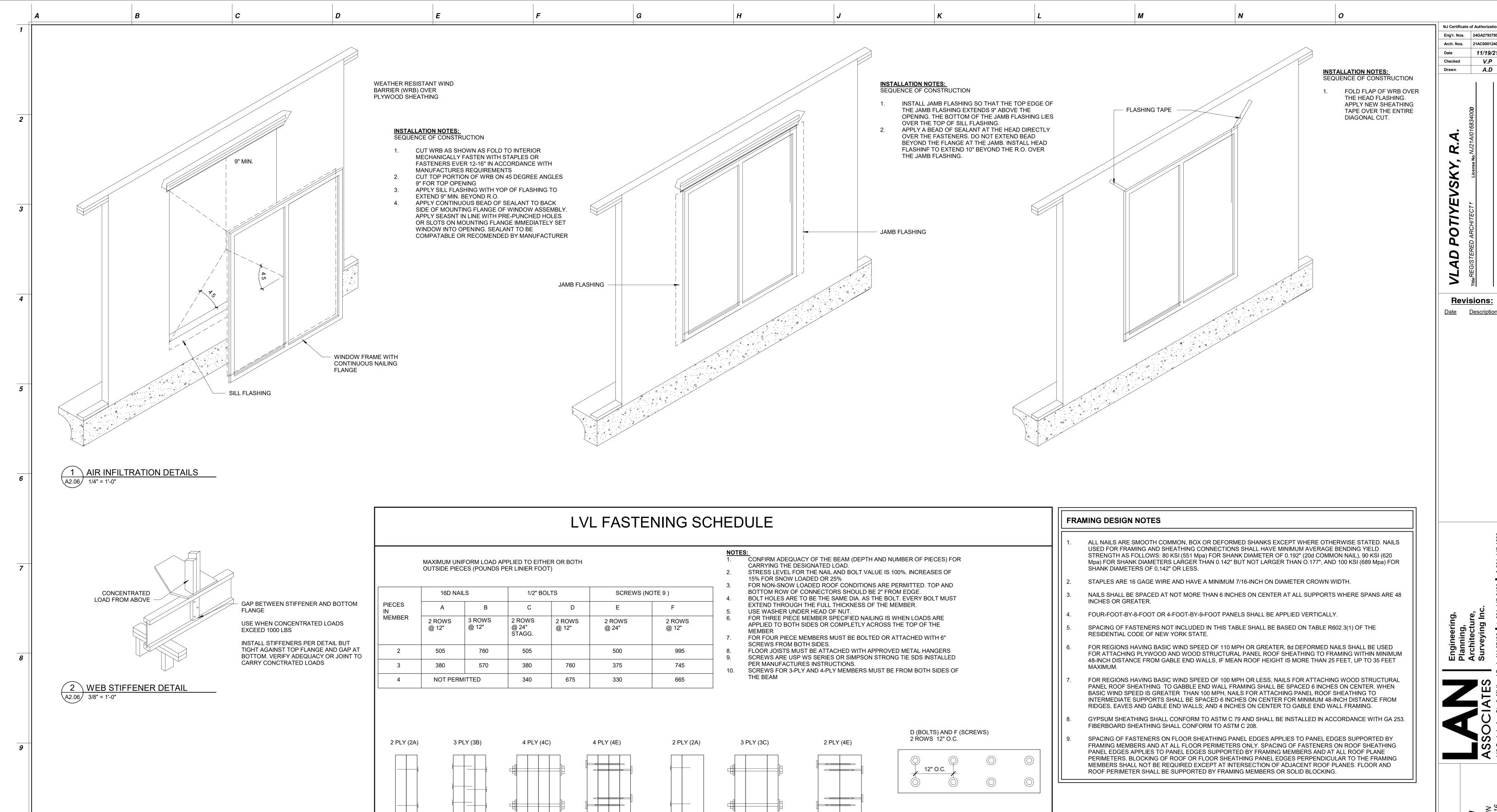
11/19/21

V.P

A.D

Arch. Nos.

Drawn



A (NAILS) 3 ROWS 12" O.C.

12" O.C.

C (BOLTS) AND E (SCREWS) 2

RÒWS STAGGERÈD 24" O.C.

24" O.C.

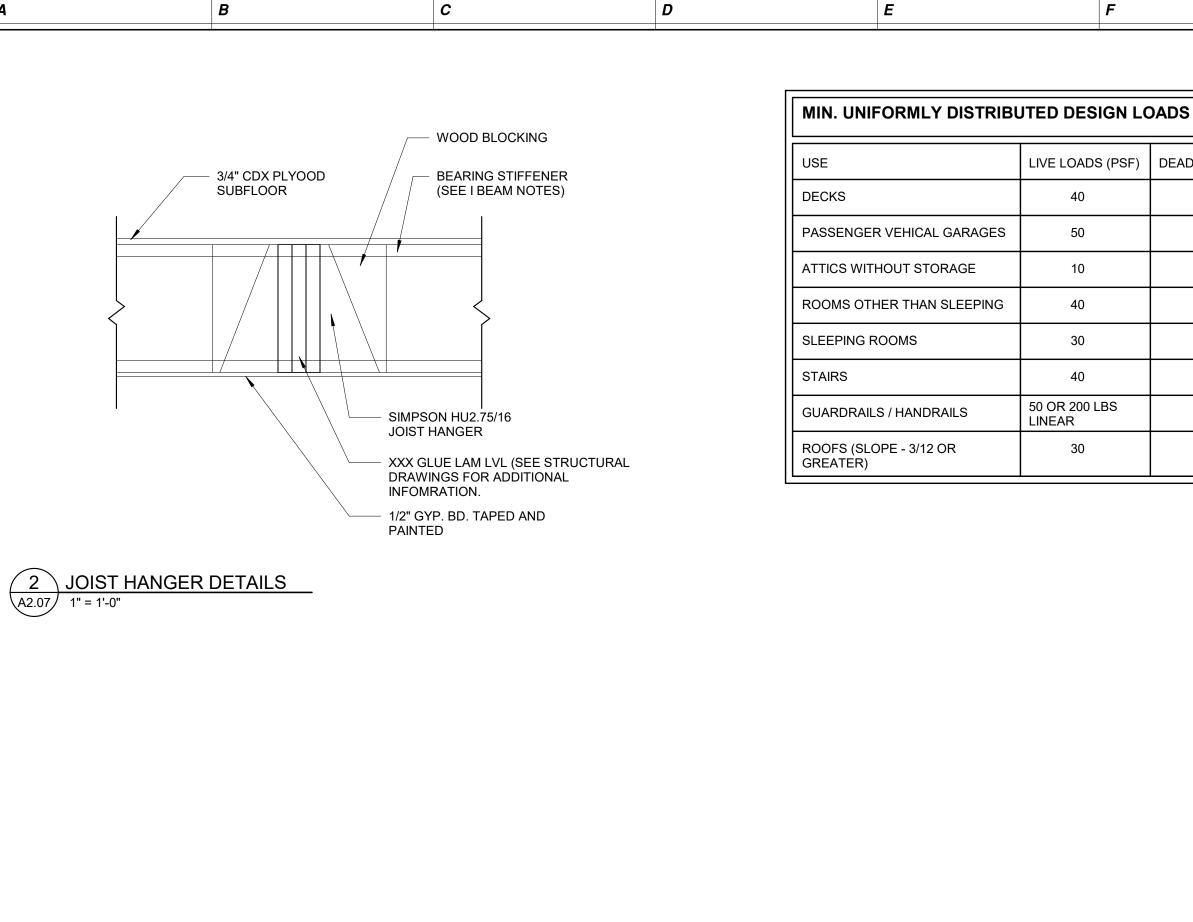
A (NAILS) AND F (SCREWS) 2

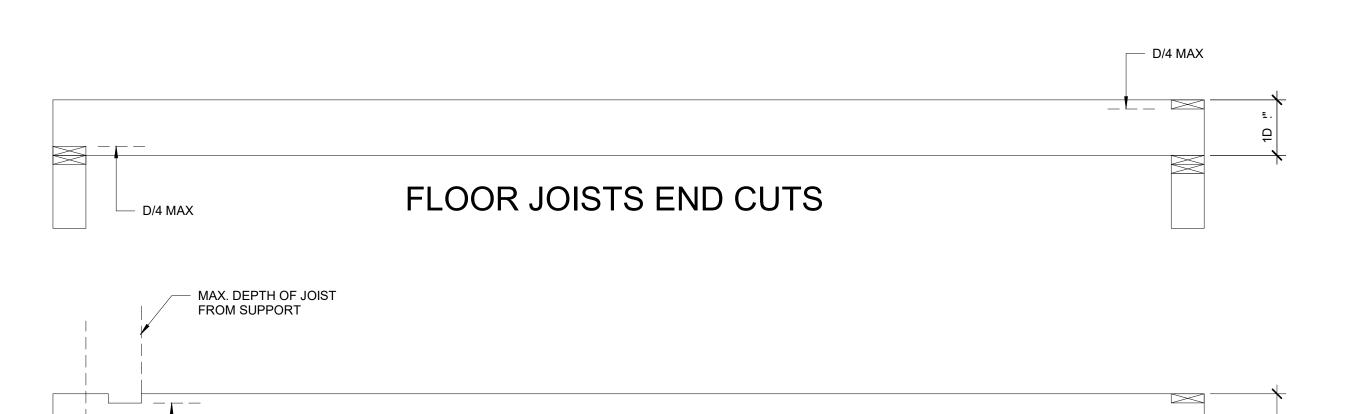
RÒWS 12" O.C.

, 12" O.C.

A.D

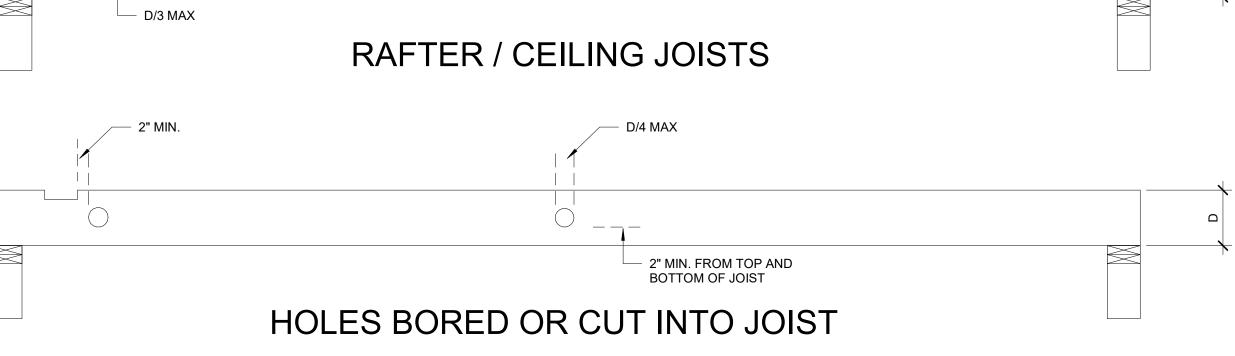
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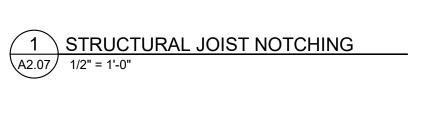




- NO NOTCHES PERMITTED

FLOOR JOISTS CENTER CUTS





D/6 MAX

# LIVE LOADS (PSF) DEAD LOADS (PSF) PASSENGER VEHICAL GARAGES 10 ROOMS OTHER THAN SLEEPING 20 20 20

50 OR 200 LBS

20

LINEAR

## WOOD I-BEAM NOTES

- CONTRACTOR TO VERIFY CURRENT REQUIRMENTS PROVIDE SQUASH BLOCK AT CONCENTRATED LOADS, INTERIOR BEARING LOADS AND AT EXTERIOR WALLS WITH A SINGLE RIM JOIST. SQUASH BLOCKS TO BE 2X4 (MIN)
- AND TO BE SIZED 1/16" HIGHER THAN RIM JOIST. SEAL TOP OF ALL PARTITIONS. FILL ANY AND ALL VOIDS
- JOIST SPACING BELOW PLUMBING WALL. EVERY THIRD JOIST MAY BE SHIFTED UP TO 3" TO AVOID PLUMBING INTERFERENCE. FOR JOIST RUNNING PARALLEL TO WALL

PROVIDE BEARING STIFFENERS WHERE INDICATED

- WHERE DOUBLE JOIST IS INDICATED, PROVIDE FILLER BLOCKING AS PER MANUFACTURES REQUIREMENTS. PROVIDE BACKER BLOCKING BEHIND JOIST HANGERWHEN ATTACHING TO DOUBLE JOIST. SEE
- MANUFACTURES REQ. FOR MORE INFORMATION. SEE CHART FOR ALLOWABLE HOLE LOCATIONS.

# Glued-Laminated Beam Table

### MAXIMUM DEFLECTION 1/360TH OF THE SPAN

BEAM	WGT. OF BEAM					SPA	N IN FE	ET		21.50000071M	000000-00		
SIZE	PER LIN. FT.	10	12	14	16	18	20	22	24	26	28	30	32
(ACTUAL)	IN POUNDS		•	PO	UNDS PER	LIN. FT.	LOAD	BEARI	NG CAP	ACITY			
3 x 5 1/4	3.7	114	64		T								
3 x 7 1/4	4.9	275	156	84	55								
3 x 9 1/4	6.7	492	319	198	130	89			×2.0 11 1111				
3 x 11 1/4	8.0	590	491	361	239	165	119						
4 1/2 x 9 1/4	9.8	738	479	298	196	134	96						
4 1/2 x 11 1/4	12.0	900	748	541	359	248	178	131	92				
3 1/4 x 13 1/2	10.4	956	795	683	454	316	228	169	128	98			
3 1/4 x 15	11.5	997	884	756	626 .	436	315	234	178	137	108		
5 1/4 x 13 1/2	16.7	1,541	1,283	1,095	732	509	367	271	205	158	123	96	7
51/4 x 15	18.6	1,713	1,423	1,219	1,009	703	508	376	286	221	173	137	10
5 1/4 x 16 1/2	20.5	1,885	1,568	1,340	1,170	939	678	505	384	298	235	187	15
51/4 x 18	22.3	2,058	1,710	1,464	1,278	1,133	886	660	503	391	309	247	20

# L/360 Live Load Deflection (Minimum Criteria per Code)

Donth	TJI®	40 PS	F Live Load /	10 PSF Dead	Load	40 PS	F Live Load /	20 PSF Dead	Load
Depth	ارا -	12" o.c.	16" o.c.	19.2" o.c.	24" o.c.	12" o.c.	16" o.c.	19.2" o.c.	24" o.c.
	110	18'-9"	17'-2"	15'-8"	14'-0"	18'-1"	15'-8"	14'-3"	12'-9"
9½"	210	19'-8"	18'-0"	17'-0"	15'-4"	19'-8"	17'-2"	15'-8"	14'-0"
	230	20'-3"	18'-6"	17'-5"	16'-2"	20'-3"	18'-1"	16'-6"	14'-9"
	110	22'-3"	19'-4"	17'-8"	15'-9"(1)	20'-5"	17'-8"	16'-1"(1)	14'-4"(1)
	210	23'-4"	21'-2"	19'-4"	17'-3"(1)	22'-4"	19'-4"	17'-8"	15'-9"(1)
117/8"	230	24'-0"	21'-11"	20'-5"	18'-3"	23'-7"	20'-5"	18'-7"	16'-7"(1)
	360	25'-4"	23'-2"	21'-10"	20'-4"(1)	25'-4"	23'-2"	21'-10" <sup>(1)</sup>	17'-10"(1)
	560	28'-10"	26'-3"	24'-9"	23'-0"	28'-10"	26'-3"	24'-9"	20'-11"(1)
	110	24'-4"	21'-0"	19'-2"	17'-2"(1)	22'-2"	19'-2"	17'-6"(1)	15'-0"(1)
	210	26'-6"	23'-1"	21'-1"	18'-10"(1)	24'-4"	21'-1"	19'-2"(1)	16'-7"(1)
14"	230	27'-3"	24'-4"	22'-2"	19'-10"(1)	25'-8"	22'-2"	20'-3"(1)	17'-6"(1)
	360	28'-9"	26'-3"	24'-9"(1)	21'-5"(1)	28'-9"	<b>26'-3"</b> (1)	22'-4"(1)	17'-10"(1)
	560	32'-8"	29'-9"	28'-0"	25'-2"(1)	32'-8"	29'-9"	<b>26'-3"</b> (1)	20'-11"(1)
	210	28'-6"	24'-8"	22'-6"(1)	19'-11"(1)	26'-0"	22'-6"(1)	20'-7"(1)	16'-7"(1)
16"	230	30'-1"	26'-0"	23'-9"	21'-1"(1)	27'-5"	23'-9"	21'-8"(1)	17'-6"(1)
10	360	31'-10"	29'-0"	26'-10"(1)	21'-5"(1)	31'-10"	26'-10" <sup>(1)</sup>	22'-4"(1)	17'-10"(1)
	560	36'-1"	32'-11"	31'-0"(1)	25'-2"(1)	36'-1"	31'-6" <sup>(1)</sup>	26'-3"(1)	20'-11"(1)

(1) Web stiffeners are required at intermediate supports of continuous-span joists when the intermediate bearing length is *less* than 5¼" and the span on either side of the intermediate bearing is greater than the following spans:

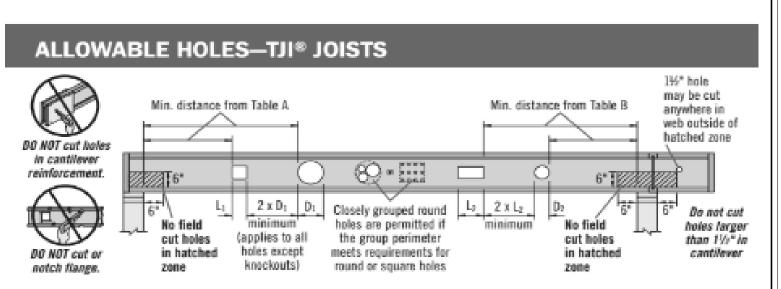


Table A—End Support
Minimum distance from edge of hole to inside face of nearest end support

Joist	Illo			Rec	und Hole S	iize				S	guare or l	Rectangul	ar Hole Si:	Title .	
Depth	Ille	2"	3"	4"	639"	894"	111"	13"	2"	3"	4"	694"	854"	11"	13
	110	11-0"	1'-6"	2"-0"	5'-0"				1'-0"	1'-6"	2"-6"	4'-6"			
	210	1'-0"	1'-6"	2"-6"	5"-6"				1'-0"	2"-0"	2'-6"	5'-0"			
91/2"	230	1'-6"	2'-0"	2"-6"	5'-6"				11-01	2"-0"	3"-0"	5'-0"			
	360	1'-6"	2'-0"	3"-0"	6'-0"		- 1		1'-6"	2"-6"	3"-6"	5'-6"			
	560	1'-6"	2'-6"	3"-6"	7'-0"				2"-0"	3'-0"	4"-0"	6'-0"			
	110	1'-0"	1'-0"	1"-6"	2'-6"	5'-6"			11-01	1'-6"	2"-0"	4'-6"	6'-0"		
	210	1'-0"	1'-6"	2"-0"	30	6'-0"			1'-0"	1'-6"	2'-6"	5'-0"	6"-6"		
1136"	230	1'-0"	1'-6"	2"-0"	3"-0"	6'-6"			11-0"	2"-0"	2"-6"	5'-6"	7"-0"		
	360	11-6"	2'-0"	3"-0"	4"-6"	7"-0"			15-6**	2"-6"	3"-6"	6'-6"	7"-6"		
	560	1"-6"	2'-6"	3"-0"	5"-6"	8'-0"			2"-6"	3"-6"	4"-6"	7'-0"	81-01		
	110	11-01	1'-0"	11-0"	1'-6"	3'-0"	57-67		1'-0"	1'-0"	1"-6"	3'-6"	6'-0"	8"-0"	
	210	1"-0"	1'-0"	1'-0"	2'-0"	3'-6"	6'-0"		1'-0"	1'-0"	2"-0"	4'-0"	6"-6"	8,-6,	
14"	230	1"-0"	1'-0"	11-01	2"-6"	4'-0"	71-01		11-01	1'-0"	2"-0"	4'-0"	7"-0"	9"-0"	
	360	1'-0"	1'-0"	1'-6"	3"-6"	5'-6"	8'-0"		1'-0"	1'-6"	2"-6"	6'-0"	8'-0"	9"-6"	
	560	11-01	1'-0"	2"-0"	4"-6"	6'-6"	5/-0"		1'-6"	3'-0"	4"-0"	7'-0"	9'-0"	10'-0"	
	210	1"-0"	1'-0"	1'-0"	1'-0"	2'-6"	3'-6"	6"-0"	1'-0"	1'-0"	1"-0"	3'-0"	6'-6"	8"-0"	1114
16"	230	1'-0"	1"-0"	1'-0"	1'-6"	30.	4"-0"	7"-0"	1'-0"	1'-0"	1"-0"	3'-6"	7:-0"	9'-0"	1114
100	360	11-01	1"-0"	1140**	2"-6"	41-6"	6'-6"	9"-0"	1"-0"	11'-0"	1"-6"	5'-0"	9'-0"	10'-0"	117-4
	580	1"-0"	1"-0"	11-0"	2"-6"	5"-0"	71-61	10'-0"	1"-0"	2"-0"	3"-0"	6'-6"	10"-0"	11'-0"	12"-0

Joist	THO		Round Hole Stre				Square or Rectangular Hole Size								
Depth	Ille	2"	3"	4"	655"	894"	11"	13"	2"	3"	4"	694"	854"	11"	13"
	110	2'-0"	2'-6"	3*-6*	7'-6"				1"-6"	2'-6"	3"-6"	6'-6"			
	210	2'-0"	2"-6"	3"-6"	8'-0"				2"-0"	3"-0"	41-01	7"-6"			
99/2"	230	2'-6"	37-07	4"-0"	8'-6"				2"-0"	3'-6"	41-61	7"-6"			
	360	3'-0"	47-07	5'-6"	9'-0"				3"-0"	4"-6"	5'-6"	8"-0"			_
	560	3'-6"	5'-0"	6'-0"	10°-0°				4"-0"	5'-6"	6"-6"	9"-0"			
	110	1'-0"	1'-0"	1"-6"	4'-0"	8"-6"			1"-0"	1'-6"	2"-6"	71-01	9'-6"		
	210	11-01	1'-0"	2"-0"	4'-6"	9"-0"			1"-0"	2"-0"	3"-0"	81-0"	10"-0"		
1136"	230	1'-0"	2'-0"	2"-6"	5'-0"	10'-0"			1"-0"	2'-6"	31-6"	8"-6"	10"-6"		
	360	2'-0"	3"-0"	4"-0"	7'-0"	11'-0"			2"-0"	3"-6"	5*-0**	9"-6"	11'-0"		
	560	1'-6"	3"-0"	41-61	8'-0"	12'-0"			3'-0"	41-61	61-01	10*-6*	12"-0"		
	110	1'-0"	1'-0"	1'-0"	2'-0"	41-61	8'-6"		1'-0"	1"-0"	1'-0"	5'-0"	9"-0"	12'-0"	
	210	1'-0"	1'-0"	11-01	2'-6"	5"-6"	9"-6"		1'-0"	1"-0"	2"-0"	61-01	10"-0"	13'-0"	
14"	230	1'-0"	1'-0"	11-0"	3'-6"	6"-0"	10"-6"		1'-0"	1"-0"	2"-6"	6'-6"	11"-0"	13'-6"	
	360	1'-0"	1'-0"	2"-0"	5'-6"	8*-6*	12"-6"		1'-0"	2"-0"	4'-0"	9'-0"	12'-0"	14'-0"	
	560	1'-0"	1'-0"	1"-6"	5'-6"	9"-6"	13*-6*		1'-0"	3"-0"	5'-0"	10'-0"	13'-6"	15'-0"	
	210	1'-0"	1'-0"	11-01	1'-0"	3'-6"	61-01	10"-0"	1'-0"	1"-0"	1'-0"	4'-6"	10'-0"	12"-6"	16'-0"
16"	230	1"-0"	1'-0"	1"-0"	1'-6"	4"-0"	6"-6"	117-01	1'-0"	1"-0"	1'-0"	5'-0"	10'-6"	13"-6"	16'-6"
116	380	1"-0"	1'-0"	1"-0"	3'-0"	61-61	10"-0"	13"-6"	1'-0"	1'-0"	2"-0"	7'-6"	13'-0"	14"-6"	17'-0"
	580	1"-0"	1'-0"	15-05	2"-6"	7"-0"	11'-0"	15'-0"	1'-0"	1'-0"	3"-6"	9'-0"	14'-6"	16"-0"	18'-0"

- Leave Vs\* of web (minimum) at top and bottom of hole. DO NOT cut joist flanges.
- Tables are based on uniform load tables in current design literature.
- . For simple span (5' minimum), uniformly loaded joists used in residential applications, one maximum size round hole may be located at the center of the joist span provided that no other holes occur in the joist.

Arch. Nos. Drawn

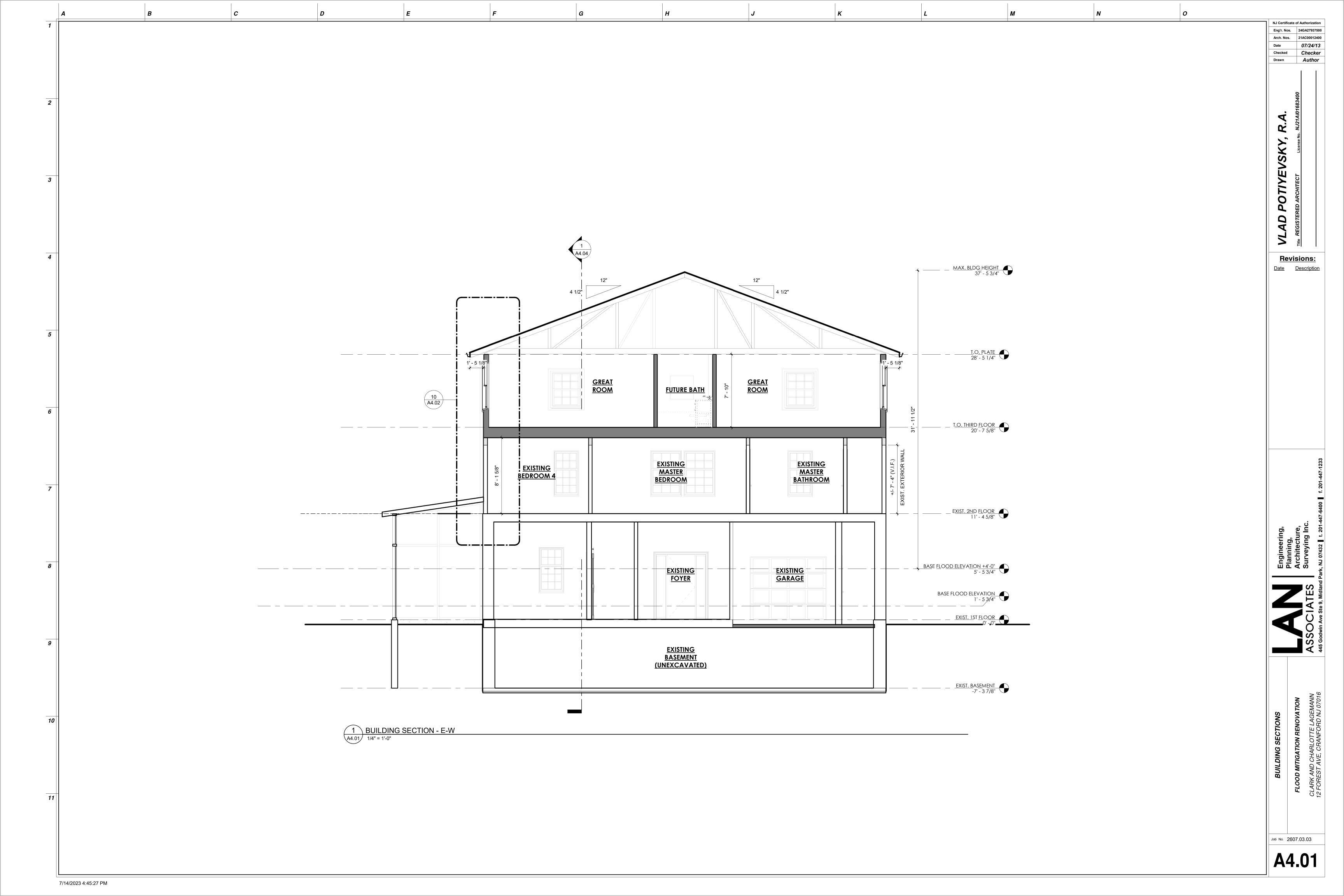
A.D

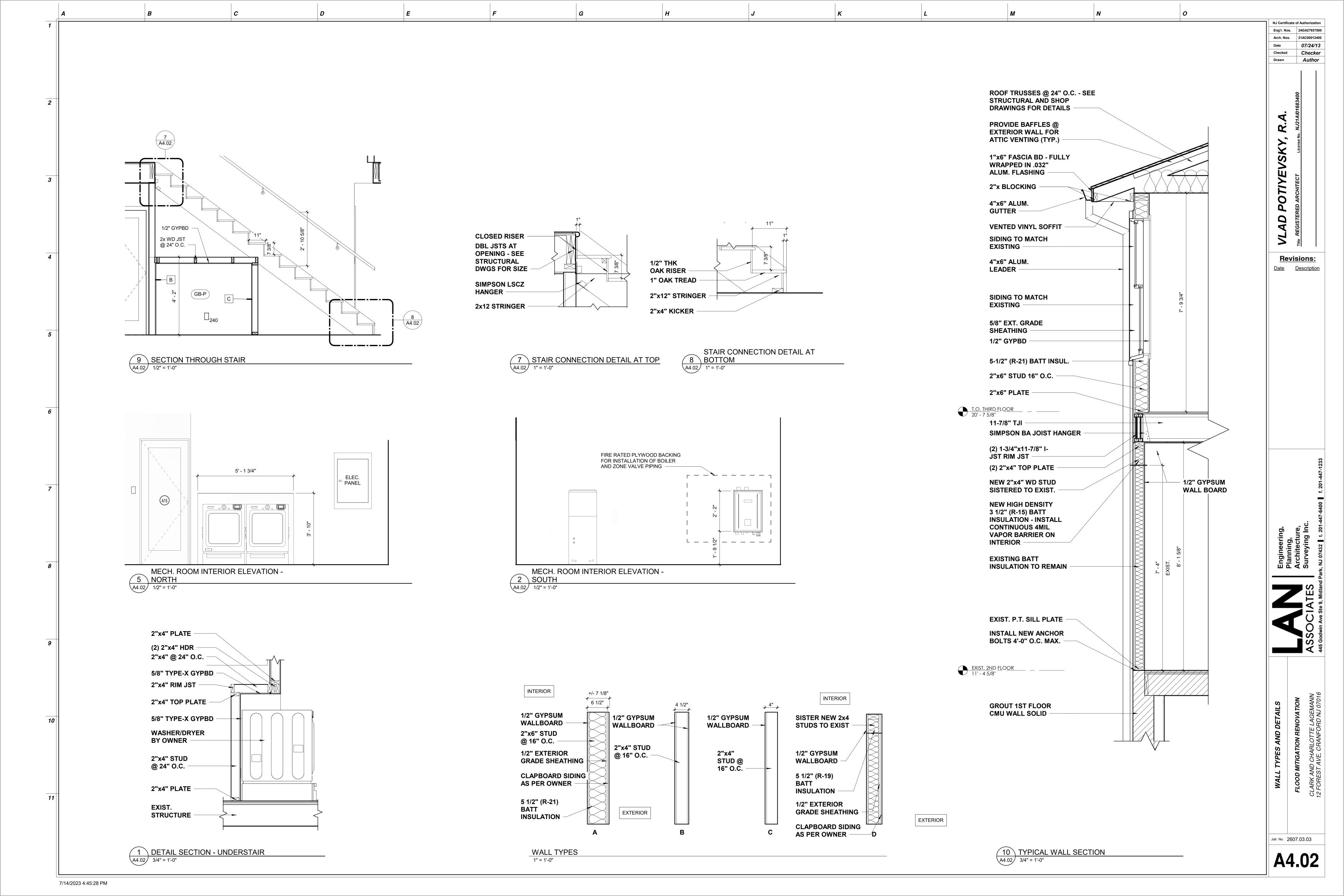
**Revisions:** <u>Date</u> <u>Description</u>

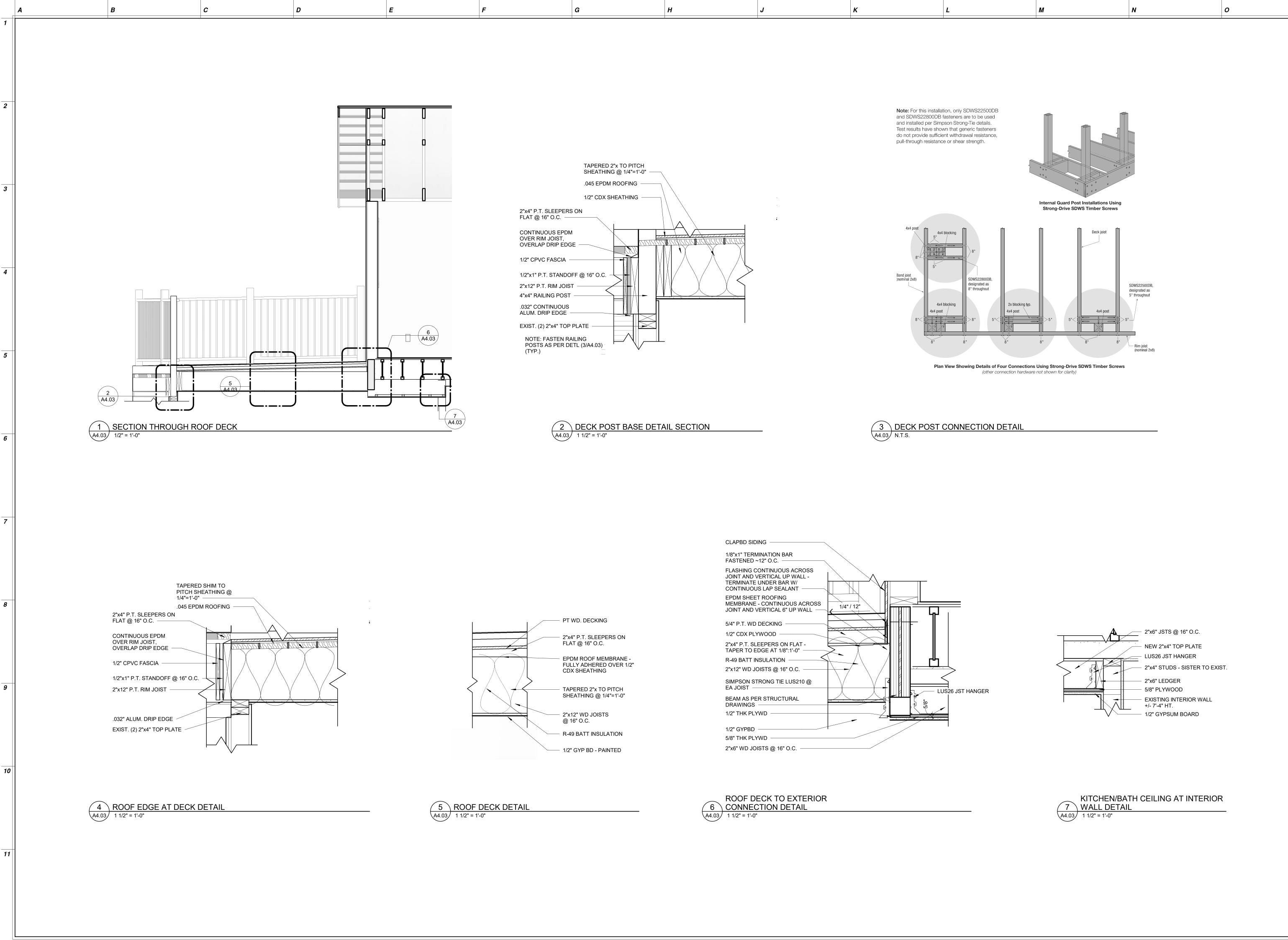
Job No. 2607.03.03 **A2.07** 



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A4.03

Job No. 2607.03.03

 NJ Certificate of Authorization

 Eng'r. Nos.
 24GA27937500

 Arch. Nos.
 21AC00012400

**Revisions:** 

<u>Date</u> <u>Description</u>

Drawn

05/26/23 Checker

Author

Window Schedule									
Mark	Rough Width	Rough Height	Designation						
W1	3' - 2 1/8"	3' - 10 1/2"	TW3046						
W2	3' - 2 1/8"	3' - 10 1/2"	TW3046						
W3	2' - 8 1/8"	5' - 0 7/8"	TW26410						
W4	2' - 8 1/8"	5' - 0 7/8"	TW26410						
W5	2' - 8 1/8"	5' - 0 7/8"	TW26410						
W6	2' - 8"	1' - 9"	AN281						
W7	2' - 8"	1' - 9"	AN281						
W8	2' - 8"	1' - 9"	AN281						
W9	2' - 8 1/8"	3' - 4 7/8"	TW2632						
W10	2' - 8 1/8"	3' - 4 7/8"	TW2632						
W11	2' - 8 1/8"	3' - 4 7/8"	TW2632						
W12	2' - 8 1/8"	3' - 4 7/8"	TW2632						
W13	2' - 8 1/8"	3' - 4 7/8"	TW2632						
W14	2' - 8 1/8"	3' - 4 7/8"	TW2632						
W15	2' - 8 1/8"	5' - 0 7/8"	TW26410						
W16	2' - 8 1/8"	5' - 0 7/8"	TW26410						
W17	2' - 8 1/8"	5' - 0 7/8"	TW26410						

LIGHT AND VENT SCHEDULE									
Nama	A ***	VENT REQUIREMENT	LICUT DECUIDEMENT						
PROPOSED MECH	Area 120 SF	9.57	LIGHT REQUIREMENT						
EXISTING BASEMENT (UNEXCAVATED)	824 SF	9.57 65.94	82.42						
EXISTING BASEMENT (UNEXCAVATED)	480 SF	38.41	48.01						
EXISTING BASEMENT EXISTING CRAWLSPACE (UNEXCAVATED)	436 SF	34.86	43.57						
EXISTING CRAWLSPACE (UNEXCAVATED)  EXISTING LIVING ROOM	335 SF	26.80	33.51						
EXISTING LIVING ROOM  EXISTING MASTER BEDROOM	222 SF	17.75	22.19						
EXISTING MASTER BEDROOM  EXISTING FOYER	105 SF	8.44	10.55						
EXISTING FOTEN  EXISTING GARAGE	228 SF	18.23	22.79						
EXISTING GARAGE  EXISTING NURSERY	87 SF	6.96	8.70						
EXISTING NONSERT	63 SF	5.04	6.31						
EXIST. POWDER	39 SF	3.09	3.87						
PROPOSED NEW DECK	311 SF	24.88	31.10						
CL.	18 SF	1.42	1.78						
LIN. CL.	7 SF	0.56	0.70						
EXISTING W.I.C.	40 SF	3.21	4.01						
HALL	46 SF	3.72	4.65						
EXIST, CLOSET	19 SF	1.55	1.93						
EXISTING BEDROOM 4	147 SF	11.75	14.68						
GREAT ROOM	1503 SF	120.21	150.26						
BONUS ROOM	203 SF	16.22	20.27						
FUTURE BATH	77 SF	6.13	7.67						

	FINIS	SH SCI	HEDU	LE			
				Wall	Finishes		
Name	Floor Finish	Base Finish	North	South	East	West	Ceiling Finish
PROPOSED MECH	WD	WD-P	GB-P	GB-P	GB-P	GB-P	GB-P
CL.	WD	NONE	GB-P	GB-P	GB-P	GB-P	GB-P
LIN. CL.	WD	NONE	GB-P	GB-P	GB-P	GB-P	GB-P
HALL	WD	WD-P	GB-P	GB-P	GB-P	GB-P	GB-P
GREAT ROOM	WD	WD-P	GB-P	GB-P	GB-P	GB-P	GB-P
FUTURE BATH	WD	WD-P	GB-P	GB-P	GB-P	GB-P	GB-P

	ABBREV. LEGEND
GB-P WD WD-P	GYPSUM WALLBOARD - PAINTED HARDWOOD PLANK FLOORING - TO MATCH EXISTING FACTORY PRIMED PINE BASEBOARD MOLDING - PAINTED

### ALLOWABLE GIRDER AND HEADER SPANS

### GIRDER SPANS AND HEADER SPANS FOR INTERIOR BEARING WALLS SUPPORTING ONE FLOOR AT NEW ADDITION

SIZE	SPAN	# OF JACK STUDS
(2) 2X6	3'-11	2
(2) 2X8	5'-0"	2
(2) 2X10	6'-1	2
(2) 2X12	7'-0"	2
(3) 2X8	6'-3"	2
(3) 2X10	8'-10"	2
(3) 2X12	8'-10"	2

NOTE:
THESE VALUES MEET OR EXCEED THE VALUES FROM TABLE OF THE RESIDENTIAL CODE OF STATE OF NJ FOR #2 GRADE LUMBER FOR GROUND SNOW LOAD OF 50 PSF.

USE ONLY LUMBER WITHOUT DEFECTS AFFECTING STRENGTH, DURABILITY AND APPEARANCE FOR INTENDED

USE ALUMINUM OR GALVANIZED NAILS FOR EXTERIOR WORK. STAINESS STEEL NAILS AS NOTES ON DRAWING.

### GIRDER SPANS AND HEADER SPANS FOR FIRST FLOOR EXTERIOR BEARING WALLS AT NEW ADDITION

SIZE	SPAN	# OF JACK STUDS
(2) 2X6	3'-4"	2
(2) 2X8	4'-2"	2
(2) 2X10	5'-1"	2
(2) 2X12	5'-11"	2
(3) 2X8	5'-3"	2
(3) 2X10	6'-5"	2
(3) 2X12	7'-5"	2

NOTE:
THESE VALUES MEET OR EXCEED THE VALUES FROM TABLE OF THE RESIDENTIAL CODE OF STATE OF NJ FOR #2 GRADE LUMBER FOR GROUND SNOW LOAD OF 50 PSF. USE ONLY LUMBER WITHOUT DEFECTS AFFECTING

> USE ALUMINUM OR GALVANIZED NAILS FOR EXTERIOR WORK. STAINESS STEEL NAILS AS NOTES ON DRAWING.

STRENGTH, DURABILITY AND APPEARANCE FOR INTENDED

### GIRDER SPANS AND HEADER SPANS FOR SECOND FLOOR EXTERIOR BEARING WALLS AT NEW ADDITION

SIZE	SPAN	# OF JACK STUDS
(2) 2X6	4'-1"	2
(2) 2X8	5'-2"	2
(2) 2X10	6'-3"	2
(2) 2X12	7'-3"	2
(3) 2X8	6'-5"	2
(3) 2X10	7'-10"	2
(3) 2X12	9'-2"	2

# NOTE: THESE VALUES MEET OR EXCEED THE VALUES FROM TABLE OF THE RESIDENTIAL CODE OF STATE OF NJ FOR #2 GRADE LUMBER FOR GROUND SNOW LOAD OF 50 PSF.

USE ONLY LUMBER WITHOUT DEFECTS AFFECTING STRENGTH, DURABILITY AND APPEARANCE FOR INTENDED

USE ALUMINUM OR GALVANIZED NAILS FOR EXTERIOR WORK. STAINESS STEEL NAILS AS NOTES ON DRAWING.

# NOTE: AT FLUSH BEAM AND JOINT CONNECTIONS INSTALL GALV. METAL BEAM AND JOIST HANGERS AS PER MANUFACTURES RECOMMENDED DIRECTIONS FOR ALL

AND LIABILITY FOR PROBLEMS WHICH ARISE FROM FAILURE TO FOLLOW THESE PLANS AND THE DESIGN INTENT THEY CONVEY, OR FOR PROBLEMS WHICH ARISE FROM OTHERS. FAILURE TO OBTAIN AND/OR FOLLOW THE ARCHITECTS GUIDANCE WITH RESPECT TO ANY ERRORS OMISSIONS INCONSISTENCIES

### **GLAZING CLASSIFICATION TABLE**

EXPOSURE SURFACE AREA	STORM OR COMBO DOOR	GLAZING IN DOORS	GLAZING PANEL REG .ITEM 7	GLAZING PANEL REG .ITEM 6	GLAZING PANEL REG .ITEM 5	SLIDING GLASS DOORS / PATIO STYLE
9 SF OR LESS	I	I	N/R	I	II	II
> 9 SF	II	II	II	II	II	II

N/R = NO REQUIREMENTS

### FASTENER SCHEDULE FOR STRUCTURAL MEMBERS

DISCRIP. OF	BLDG E	LEMENT	# OF FAS	T. SPAC	ING OF FAST.
JOIST TO SILL OR G	SIRDER TOE NA	AIL	3-8D		_
1" X 6" SUBFLOOR C			2-8D		-
FACE NAIL		, 	2 SPAPLES 1-3/4	4"	
2" SUBFLOOR TO JO			2-16D		-
SOLE PLATE TO JOI		ING	16D		16" O.C.
TOP OR SOLE PLAT			2-16D		-
STUD TO SOLE PLA			3-8D OR 2-16D		-
DOUBLE STUDS, FA			10D		24" O.C.
SOUBLE TOP PLATE			10D		24" O.C.
SOLE PLATE TO JOI			3-16D		16" O.C.
DBL. TOP PLATE MI	N. 48 IN. OFFSI	ΞI	8-16D		-
BLK. BTWN JOISTS		TOP PLT.	3-8D		-
RIM JOIST TOP PLA			8D		6" O.C.
RIM JOIST TOP PLA			2-10D		-
BLT-UP HDR , TWO I		CER	16D		ALONG EACH SIDE
CONT. HDR, TWO PI			16D	16" O.C. A	ALONG EACH SIDE
CEILING JOIST TO P		AIL .	3-8D		-
CONT. HDR TO STU			4-8D		-
CLG JOISTS, LAP O			3-10D		-
CLG RAFTERS , PAF		KS .	3-10D		•
RAFTER TO PLATE,		ATE EAGE NATI	2-16D		-
1" BRACE TO EACH	STUD AND PLA	ATE, FACE NAIL	2-8D	4"	-
1Y6 SHEATHING TO	EACH BEADIN	G WALL, FACE NAIL	2 SPAPLES 1-3/- 2-8D	<del>1</del> "	
INO SHEATHING TO	LACITULANIN	G WALL, I ACL NAIL	2 SPAPLES 1-3/4	<u>1</u> "	-
1X8 SHEATHING TO	EACH BEARIN	G WALL, FACE NAIL	2-8D		-
			3 SPAPLES 1-3/4	4"	
	HEATHING TO	EACH BEARING	3-8D		-
WIDER THAN 1X8 SHEATHING TO EACH BEARING		4 SPAPLES 1-3/4	/"		
WALL, FACE NAIL				*	2411.0.0
BUILT UP CORNER S		ULLUMPER LAYERO	10D		24" O.C.
WALL, FACE NAIL BUILT UP CORNER S BUILT UP GIRDERS		" LUMBER LAYERS		EACH LAYER	32" O.C. STAGGERED.
BUILT UP CORNER S		" LUMBER LAYERS	10D	EACH LAYER	
BUILT UP CORNER S		" LUMBER LAYERS	10D	EACH LAYER NAILS AT EAC	32" O.C. STAGGERED. 2 CH SPLICE AND END
BUILT UP CORNERS BUILT UP GIRDERS 2" PLANKS	AND BEAMS, 2		10D 10D	EACH LAYER NAILS AT EAC	32" O.C. STAGGERED.
BUILT UP CORNERS BUILT UP GIRDERS 2" PLANKS	AND BEAMS, 2	" LUMBER LAYERS  Y OR HIP TOE NAIL,	10D 10D 2-16D 4-16D	EACH LAYER NAILS AT EAC	32" O.C. STAGGERED. 2 CH SPLICE AND END
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL	AND BEAMS, 2 RIDGE, VALLE		10D 10D 2-16D 4-16D 3-16D	EACH LAYER NAILS AT EAC	32" O.C. STAGGERED. 2 CH SPLICE AND END
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL RAFTER TIES TO RA	AND BEAMS, 2 RIDGE, VALLE	Y OR HIP TOE NAIL,	2-16D 4-16D 3-16D 3-8D	EACH LAYER NAILS AT EAC AT EA	32" O.C. STAGGERED. : CH SPLICE AND END CH BEARING - - -
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL RAFTER TIES TO RA	AND BEAMS, 2 RIDGE, VALLE AFTER FACE NELS, SUBFLO	Y OR HIP TOE NAIL, ORS ROOF AND WAL	2-16D 4-16D 3-16D 3-8D	EACH LAYER NAILS AT EAC AT EA	32" O.C. STAGGERED. : CH SPLICE AND END CH BEARING - - -
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL  RAFTER TIES TO RA WOOD STRUCT. PAI	AND BEAMS, 2 RIDGE, VALLE AFTER FACE NELS, SUBFLO	Y OR HIP TOE NAIL, ORS ROOF AND WAL	2-16D 4-16D 3-16D 3-8D	EACH LAYER NAILS AT EAC AT EA	32" O.C. STAGGERED. : CH SPLICE AND END CH BEARING - - -
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL  RAFTER TIES TO RA WOOD STRUCT. PAI  5/16" - 1/2"	AND BEAMS, 2 RIDGE, VALLE AFTER FACE NELS, SUBFLO 6D (WALL) 8D (ROOF	Y OR HIP TOE NAIL, ORS ROOF AND WAL COMMON ) COMMON	2-16D 4-16D 3-16D 3-8D L SHEATHING, S	EACH LAYER NAILS AT EAC AT EA	32" O.C. STAGGERED. 2 CH SPLICE AND END CH BEARING - - - - IING 12G
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL  RAFTER TIES TO RA WOOD STRUCT. PAI	AND BEAMS, 2 RIDGE, VALLE AFTER FACE NELS, SUBFLO	Y OR HIP TOE NAIL, ORS ROOF AND WAL COMMON ) COMMON	2-16D 4-16D 3-16D 3-8D L SHEATHING, S	EACH LAYER NAILS AT EAC AT EA	32" O.C. STAGGERED. : CH SPLICE AND END CH BEARING - - -
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL  RAFTER TIES TO RAWOOD STRUCT. PAI  5/16" - 1/2"  9/32" - 1"	AND BEAMS, 2 RIDGE, VALLE AFTER FACE NELS, SUBFLO 6D (WALL) 8D (ROOF 8D COMM	Y OR HIP TOE NAIL, ORS ROOF AND WAL COMMON ) COMMON	2-16D 4-16D 3-16D 3-8D L SHEATHING, S	EACH LAYER NAILS AT EAC AT EA	32" O.C. STAGGERED. 2 CH SPLICE AND END CH BEARING - - - - IING 12G
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL  RAFTER TIES TO RA WOOD STRUCT. PAI  5/16" - 1/2"	AND BEAMS, 2 RIDGE, VALLE AFTER FACE NELS, SUBFLO 6D (WALL) 8D (ROOF 8D COMM	ORS ROOF AND WAL COMMON COMMON	2-16D 4-16D 3-16D 3-8D L SHEATHING, S	EACH LAYER NAILS AT EAC AT EACH HEATHING TO FRAN	32" O.C. STAGGERED. 2 CH SPLICE AND END CH BEARING - - - IIING 12G 12G
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL  RAFTER TIES TO RAWOOD STRUCT. PAI  5/16" - 1/2"  9/32" - 1"	AND BEAMS, 2 RIDGE, VALLE AFTER FACE NELS, SUBFLO 6D (WALL) 8D (ROOF 8D COMM	ORS ROOF AND WAL COMMON COMMON	10D 10D 2-16D 4-16D 3-16D 3-8D L SHEATHING, S 6 6	EACH LAYER NAILS AT EACH AT EACH HEATHING TO FRAM	32" O.C. STAGGERED. 2 CH SPLICE AND END CH BEARING - - - IIING 12G 12G 12G ACING
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL  RAFTER TIES TO RA WOOD STRUCT. PAI  5/16" - 1/2"  9/32" - 1"  1-1/8" - 1-1/4"	AND BEAMS, 2 RIDGE, VALLE AFTER FACE NELS, SUBFLO 6D (WALL) 8D (ROOF 8D COMM	ORS ROOF AND WAL COMMON OCOMMON ON MON OR 8D DEFORME	10D 10D 2-16D 4-16D 3-16D 3-8D L SHEATHING, S 6 6	EACH LAYER NAILS AT EAC AT EACH HEATHING TO FRAN	32" O.C. STAGGERED. 2 CH SPLICE AND END CH BEARING - - - IIING 12G 12G
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL RAFTER TIES TO RA WOOD STRUCT. PAI  5/16" - 1/2"  9/32" - 1"  1-1/8" - 1-1/4"  BLDG MTRLS	AND BEAMS, 2 RIDGE, VALLE AFTER FACE NELS, SUBFLO 6D (WALL) 8D (ROOF 8D COMM	ORS ROOF AND WAL COMMON OON MON OR 8D DEFORME	10D 10D 2-16D 4-16D 3-16D 3-8D L SHEATHING, S	EACH LAYER NAILS AT EACH AT EACH HEATHING TO FRAN  SP EDGE	32" O.C. STAGGERED. 2 CH SPLICE AND END CH BEARING IIING 12G 12G 12G ACING INTERMEDIATE
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL  RAFTER TIES TO RA WOOD STRUCT. PAI  5/16" - 1/2"  9/32" - 1"  1-1/8" - 1-1/4"	AND BEAMS, 2 RIDGE, VALLE AFTER FACE NELS, SUBFLO 6D (WALL) 8D (ROOF 8D COMM	ORS ROOF AND WAL COMMON ON MON OR 8D DEFORME FASTENERS	10D 10D 2-16D 4-16D 3-16D 3-8D L SHEATHING, S	EACH LAYER NAILS AT EACH AT EACH HEATHING TO FRAM	32" O.C. STAGGERED. 2 CH SPLICE AND END CH BEARING - - - IIING 12G 12G 12G ACING
BUILT UP CORNERS BUILT UP GIRDERS  2" PLANKS ROOF RAFTERS TO FACE NAIL RAFTER TIES TO RA WOOD STRUCT. PAI  5/16" - 1/2"  9/32" - 1"  1-1/8" - 1-1/4"  BLDG MTRLS  1/2" FIBERBOARD (F	AND BEAMS, 2  RIDGE, VALLE  AFTER FACE NELS, SUBFLO  6D (WALL) 8D (ROOF  8D COMM  10D COMM  S  REG)	ORS ROOF AND WAL COMMON COMMON ON MON OR 8D DEFORME FASTENERS 1-1/2" GAL. ROOF N 1-1/2" LONG	10D 10D 2-16D 4-16D 3-16D 3-8D L SHEATHING, S 6 6 0	EACH LAYER NAILS AT EACH L	32" O.C. STAGGERED. 2 CH SPLICE AND END CH BEARING IIING 12G 12G 12G ACING INTERMEDIATE
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NOTE:
PROVIDE SOLD BEARING UNDERALL BEAMS

- TYPICAL WOOD COLUMN FOR 6" STUD WALL, 6X6 WOOD POST OR (4) 2X6 UNLESS OTHERWISE NOTED.
- 2. TYPICAL WOOD COLUMN FOR 4" STUD WALL 4X4 WOOD POST OR (3) 2X4 UNLESS OTHERWISE

# LOAD CONDITIONS.

NOTE:
THE ARCHITECT WAIVES ANY AND ALL RESPONSIBILITY ANBIGUITIES OR CONFLICTS WHICH ARE ALLEGED.

NJ Certificate of Authorization Eng'r. Nos. 24GA27937500 Arch. Nos. 21AC00012400

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**Revisions:** 

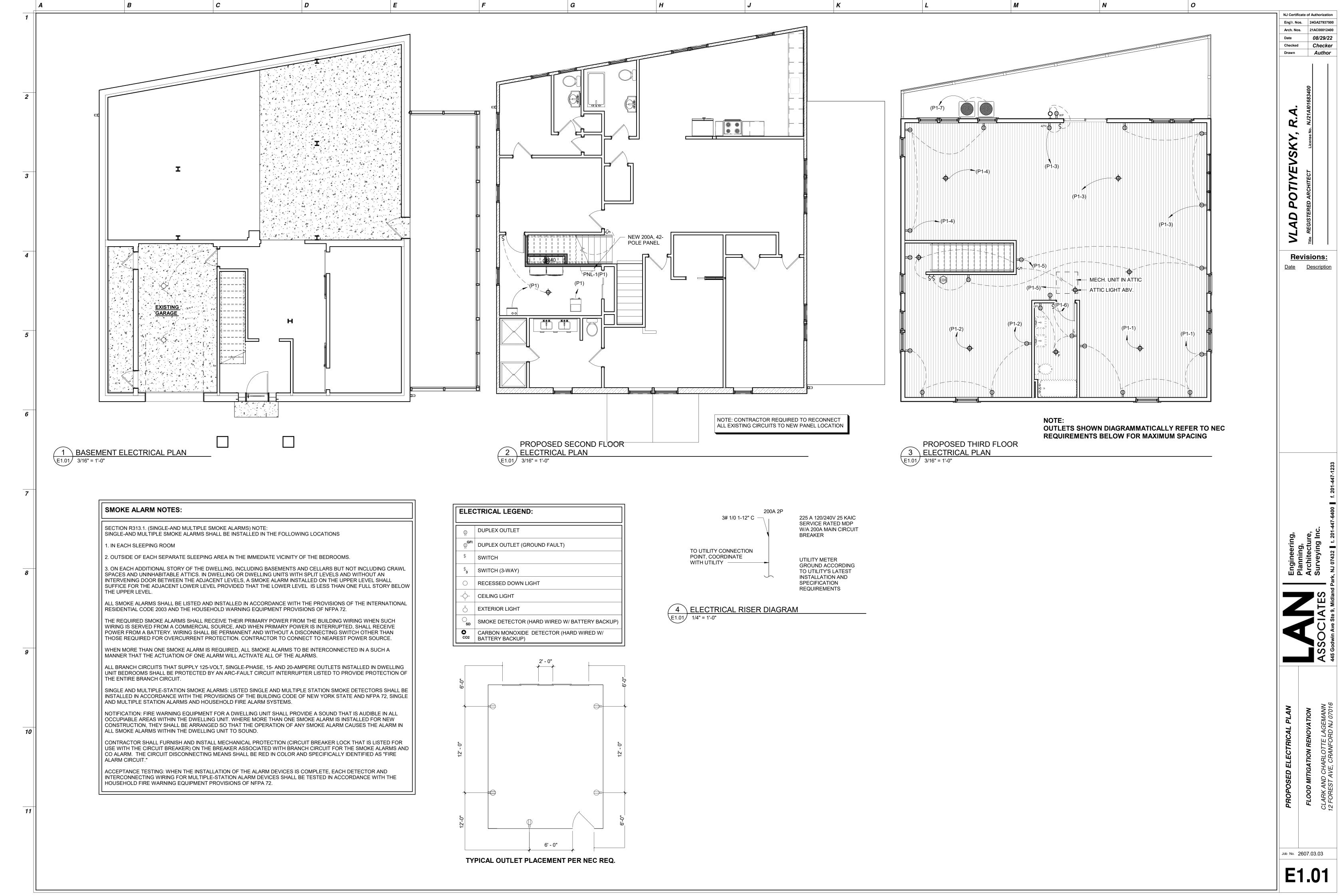
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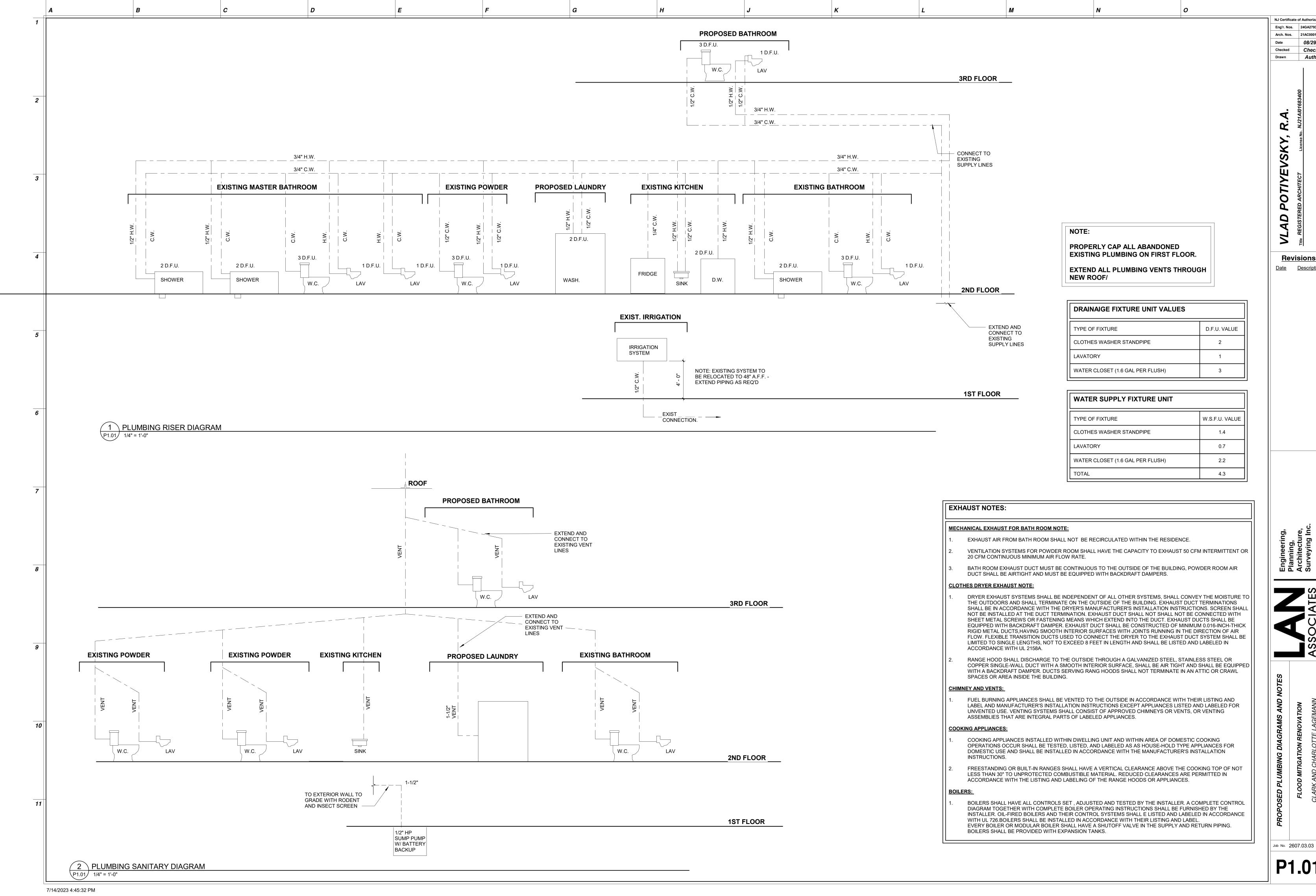
07/24/13 Checker

Author

Job No. 2607.03.03

A6.01





08/29/22 Checker

**Revisions:** 

<u>Date</u> <u>Description</u>

PROVIDE CONTINUOUS SOLID BLOCKING OR CROSS-BRIDGING LINES AT 8'-0" O/C MAX., ONE LINE MINIMUM. PROVIDE ADDITIONAL BRIDGING FOR MANUFACTURED WOOD PRODUCTS (JOISTS,

PRESSURE PRESERVATIVE TREATED LUMBER SHALL BE PROVIDED WHERE LUMBER IS IN CONTACT

ALL FASTENERS AND PREFABRICATED CONNECTORS USED WITH PRESERVATIVE TREATED WOOD SHALL HAVE A HOT-DIP GALVANIZING G185 COATING ACCORDING TO ASTM A153 AND A123. (TYPE A304

FIRE-TREATED ROOF TRUSSES OR FRAMING SHALL BE PROTECTED FROM MOISTURE BY INSTALLATION OF A VAPOR BARRIER AND BY POSITIVE VENTILATION IN ATTIC. A HUMIDISTAT CONTROLLED BLOWER SHALL BE INSTALLED TO MAINTAIN A RELATIVE HUMIDITY LESS THAN 95% AND A TEMPERATURE LESS

PROVIDE SIMPSON H10A HURRICANE ANCHOR AT EACH ROOF TRUSS BEARING LOCATION.

REFER TO TRUSS DESIGN CRITERIA SCHEDULE FOR TRUSS DESIGN LOADS.

WITH CONCRETE OR MASONRY, OR EXPOSED TO THE WEATHER.

OR 06 STAINLESS STEEL FASTENERS AND CONNECTORS)

TRUSSES, ETC.) AS SPECIFIED BY MANUFACTURER.

### STRUCTURAL EXISTING CONDITIONS

BEFORE PROCEEDING WITH ANY WORK WITHIN THE EXISTING FACILITY, THE CONTRACTOR SHALI FAMILIARIZE HIMSELF WITH THE EXISTING STRUCTURAL AND OTHER CONDITIONS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL NECESSARY BRACING, SHORING AND OTHER SAFEGUARDS TO MAINTAIN ALL PARTS OF THE EXISTING WORK IN A SAFE CONDITION DURING THE PROCESS OF DEMOLITION AND CONSTRUCTION, AND TO PROTECT FROM DAMAGE THOSE PORTIONS OF THE

EXISTING WORK WHICH ARE TO REMAIN. THE CONTRACTOR SHALL FIELD VERIFY THE DIMENSIONS, ELEVATIONS, AND CONDITIONS NECESSARY FOR THE PROPER CONSTRUCTION AND ALIGNMENT OF THE NEW PORTIONS OF THE WORK. THE CONTRACTOR SHALL MAKE ALL MEASUREMENTS NECESSARY FOR FABRICATION AND ERECTION OF STRUCTURAL MEMBERS. ANY DISCREPANCY SHALL BE IMMEDIATELY BROUGHT TO THE ATTENTION OF

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN AND ERECTION OF ALL SHORING NECESSARY TO SAFEGUARD THE EXISTING STRUCTURE. THE SHORING SHOWN IS A PARTIAL AND SCHEMATIC REPRESENTATION OF THE WHICH IS REQUIRED.

### STRUCTURAL GENERAL NOTES

STRUCTURAL NOTES ARE NOT INTENDED TO REPLACE SPECIFICATIONS. SEE SPECIFICATIONS FOR ADDITIONAL REQUIREMENTS. FOR INCONSISTENCIES BETWEEN STRUCTURAL DRAWINGS, THE SPECIFICATIONS, AND ANY CODE OF STANDARD PRACTICE, THE STRICTER REQUIREMENT SHALL APPLY, AND THE ENGINEER SHALL BE NOTIFIED PRIOR TO PROCEEDING WITH THE AFFECTED PORTION OF THE

SECTIONS AND DETAILS SHOWN ON ANY STRUCTURAL DOCUMENTS SHALL BE CONSIDERED TYPICAL

- THE STRUCTURE IS DESIGNED TO BE SELF SUPPORTING AFTER THE BUILDING IS COMPLETE. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE ERECTION PROCEDURES AND SEQUENCE TO ENSURE STABILITY AND SAFETY DURING CONSTRUCTION. THIS INCLUDES, BUT IS NOT LIMITED TO, THE ADDITION OF SHEETING, SHORING, TEMPORARY BRACING, GUYS, AND TIEDOWNS. THE CONTRACTOR SHALL PROVIDE SHORING AND BRACING NECESSARY TO PROTECT EXISTING AND ADJACENT STRUCTURES.
- PROVIDED AT NO ADDITIONAL COST TO THE OWNER. APPLICABLE FEDERAL, STATE AND MUNICIPAL REGULATIONS SHALL BE FOLLOWED, INCLUDING THE
- FEDERAL DEPARTMENT OF LABOR OSHA. THE CONTRACTOR IS RESPONSIBLE FOR LIMITING THE AMOUNT OF CONSTRUCTION LOAD IMPOSED ON THE STRUCTURE. CONSTRUCTION LOADS SHALL NOT EXCEED THE SPECIFIED DESIGN LIVE LOADS. CONCRETE SLABS AND TOPPINGS SHALL NOT BE LOADED UNTIL THE CONCRETE HAS REACHED AT

FOR SIMILAR CONDITIONS THAT DO NOT HAVE A SPECIFIC SECTION INDICATED, AND SHALL BE

- LEAST 75% OF THE SPECIFIED DESIGN COMPRESSIVE STRENGTH. THE CONTRACTOR'S CONSTRUCTION SEQUENCES SHALL ALLOW FOR THE EFFECTS OF THERMAL MOVEMENTS DURING THE CONSTRUCTION PERIOD, PRIOR TO THE BUILDING BEING ENCLOSED AND TEMPERATURE CONTROLLED. NEGATIVE EFFECTS OF SUCH THERMAL MOVEMENTS, SUCH AS MATERIAL CRACKING, FROST HEAVE, ETC., SHALL BE CORRECTED BY THE CONTRACTOR AT NO ADDITIONAL COST
- TO THE OWNER. IN THE ABSENCE OF SPECIFIC INSTRUCTIONS TO THE CONTRARY IN THE CONTRACT DOCUMENTS, THE TRADE PRACTICES THAT ARE DEFINED IN ANY CODE OF STANDARD PRACTICE SHALL GOVERN.

## FILL AND COMPACTION REQUIREMENTS:

COMPACTED FILL SHALL BE USED TO RAISE EXISTING GRADES TO THE PROPOSED NEW ELEVATION, WHERE REQUIRED. SOIL BEARING CAPACITY SHALL BE VERIFIED BY THE APPROVED INSPECTION AGENCY PRIOR TO BACKFILLING. COMPACTED STRUCTURAL FILL SHALL CONSIST OF GW, GP, GM, SW, SP, SM, OR A COMBINATION OF THESE GROUPS (ASTM D2487) FREE OF ROCK OR GRAVEL LARGER THAN 3 INCHES IN ANY DIMENSION, DEBRIS, WASTE, FROZEN MATERIALS, VEGETATION, AND OTHER DELETERIOUS MATTER. IT SHALL BE PLACED ON APPROVED SUBGRADE IN LIFTS NOT EXCEEDING 8 INCHES IN LOOSE THICKNESS, AND SHALL BE COMPACTED TO AT LEAST 95% OF THE MAX DRY DENSITY ACCORDING TO ASTM D698, STANDARD PROCTOR. DRILL 2 1/2" DRAIN HOLES 2" O.C. IN THE EXISTING SLAB BEFORE ADDING FILL AS WELL AS 10 MIL VAPOR BARRIER WITH AND UNREINFORCED 2" (MIN) CONC. SLAB

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Revisions: <u>Date</u> <u>Description</u>

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