STATE OF NEW JERSEY DEPARTMENT OF COMMUNITY AFFAIRS Disaster Recovery & Mitigation

Governor Philip Murphy

Lt. Governor Tahesha Way, Esq

AGENCY REQUEST FOR QUOTE

Request for Quote (RFQ) for Ida Design and Engineering Services



September 2023

TABLE OF CONTENTS 3.0 PRE-QUOTE SUBMISSION 9 3.4 PRE-QUOTE DOCUMENT REVIEW9

4.8.3 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM	. 17
4.8.4 MACBRIDE PRINCIPALS FORM	. 17
4.8.5 SERVICE PERFORMANCE WITHIN THE UNITED STATES	. 17
4.8.6 CONFIDENTIALITY / COMMITMENT TO DEFEND	. 18
4.8.7 SUBCONTRACTOR UTILIZATION PLAN	. 19
4.8.8 PAY TO PLAY PROHIBITIONS	. 19
4.8.9 AFFIRMATIVE ACTION	. 20
4.8.10 BUSINESS REGISTRATION	. 20
4.8.11 CERTIFICATION REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS	. 20
4.9. TECHNICAL QUOTE	. 20
4.9.1 MANAGEMENT OVERVIEW	. 21
4.9.2 CONTRACT MANAGEMENT	. 21
4.9.3 CONTRACT SCHEDULE	. 21
4.9.4 MOBILIZATION PLAN	. 22
4.9.5 ORGANIZATIONAL EXPERIENCE	. 22
4.9.6 LOCATION	. 23
4.9.7 ORGANIZATION CHARTS	. 23
4.9.8 RESUMES	. 23
4.9.9 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE	. 23
4.9.10 FINANCIAL CAPABILITY OF THE BIDDER	. 24
4.9.11 INDEMNIFICATION AND INSURANCE	. 24
4.10. IDA DESIGN AND ENGINEERING SERVICES TERM CONTRACT RATE SCHEDULE - INSTRUCTIONS AND GUIDELINES	
4.10.1 SERVICES AND PRICES/COSTS	. 25
5.0 SCOPE OF WORK	. 32
5.1. PROJECT REQUIREMENTS	.32
5.1.1 STORM DAMAGE REPAIR & MITIGATION	.32
5.1.2 BUILDING ELEVATION	. 32
5.1.3 BUILDING REPLACEMENT / NEW CONSTRUCTION	. 33
5.2 SCOPE OF SERVICES	. 33
5.2.1 INVESTIGATION PHASE	. 34
5.2.2 DESIGN PHASE	. 34
5.2.3 CONSTRUCTION DOCUMENT PHASE	. 35
5.2.4 PROJECT COST ESTIMATES	. 35
5.2.5 CONSTRUCTION ADMINISTRATION PHASE	37

5.2.6 ADDITIONAL SERVICES	37
6.0 EXHIBITS	38
EXHIBITS A	39
Program Design Standards	39
EXHIBITS B	57
Homeowner Assistance Recovery Program (HARP)	57
EXHIBITS C	57
Small Rental Repair Program (SRRP)	57
EXHIBITS D	57
Mitigation Assistance Program (MAP)	57
EXHIBITS E	57
Hazard Mitigation Grant Program (HMGP)	57

1.0 INTRODUCTION AND SUMMARY OF THE RFQ.

This Request for Quote ("RFQ") is issued by the Department of Community Affairs ("DCA"), Division of Disaster Recovery and Mitigation ("DRM") to solicit Quotes from qualified Architectural and Engineering Firms to establish a pool of design professionals.

1.1 PURPOSE AND INTENT

DCA is requesting bids from licensed Architectural and Engineering Firms ("Contractors") to form a Qualified Pool of Design Professionals to prepare design and permit drawings on approximately three hundred fifty (350) to four hundred (400) units as the homes are determined to be eligible for various design services to support construction activities required for the repair, elevation, and or replacement of homes receiving grant funds from the various programs administered by the DRM.

DCA intends to award Contracts to up to ten (10) Contractors to form this Qualified Pool. As a result, awarded Contractors should expect to be tasked between 5 to 100 homes each based on the Contractors proposed pricing, quality of work provided, ability of the Contractor to assume additional work, and other factors.

The State of New Jersey Standard Terms and Conditions ("SSTC's") included with this RFQ will apply to all Contracts with the State. These terms are in addition to the terms and conditions set forth in this RFQ and should be read in conjunction with them, unless the RFQ specifically says otherwise.

It is the State's intent to ensure that all work performed pursuant to this RFQ is compliant with the regulations and programmatic conditions relevant to that source of funding.

1.2 BACKGROUND

The DCA will use this RFQ to hire Contractors to provide Design and Engineering services for the mitigation and/or recovery of homes impacted by Hurricane Ida. DCA will pay for these services through funding from, but not limited to:

The U.S. Department of Housing and Urban Development ("HUD") allocated \$377,575,000 in Community Development Block Grants – Disaster Recovery ("CDBG-DR") funds to the State to support long-term recovery and mitigation efforts following Hurricane Ida (DR-4614) through the Federal Register Notice FR-6326-N-01, available through the Disaster Relief Supplemental Appropriations Act of 2022 for major disasters that occurred in 2020 and 2021 (Public Law 117-43) and approved on September 30, 2021 (the Appropriations Act). Recovery activities, as presented in the State's Action Plan for Tropical Storm Ida, will be focused in the seven (7) counties that have been designated by HUD as the Most Impacted and Distressed ("MID") communities (Bergen, Essex, Hudson, Middlesex, Passaic, Somerset, and Union) and the five (5) counties designated by the State as MIDs (Gloucester, Hunterdon, Mercer, Morris, and Warren) that received federal disaster declarations and were eligible for FEMA individual assistance.

The Federal Emergency Management Agency ("FEMA") awarded DCA grants through FEMA's Fiscal Year ("FY") 2019 and 2020 Flood Mitigation Assistance ("FMA") appropriation.¹ Funding is provided through FMA to states and local communities to reduce or eliminate flood risk due to repetitive flood damage to buildings insured by the National Flood Insurance Program ("NFIP"). The DCA may also use the FMA funding for the State's Hazard Mitigation Grant Program ("HMGP") to elevate residential homes in FEMA disaster-declared counties, upon award.

1.3 ORDER OF PRECEDENCE OF CONTRACTUAL TERMS

The Contract awarded, and the entire agreement between the parties as a result of this RFQ shall consist of: (1) the final RFQ, (2) the State of New Jersey Standard Terms and Conditions, (3) the Quote, and if applicable (4) any Bidder responses to clarifications; (5) a Bidder's Best and Final Offer, (6) other negotiated document, and/or (7) third party document. In the event of a conflict in the terms and conditions among the documents comprising this Contract, the order of precedence, for purposes of interpretation thereof, listed from highest ranking to lowest ranking as noted above.

Any other terms or conditions, not included with the Bidder's Quote and accepted by the State, shall not be incorporated into the Contract awarded. Any references to external documentation, including those documents referenced by a URL, including without limitation, technical reference manuals, technical support policies, copyright notices, additional license terms, etc., are subject to the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Conditions. In the event of any conflict between the terms of a document incorporated by reference, the terms and conditions of the RFQ and the State of New Jersey Standard Terms and Condition shall prevail.

2.0 DEFINITIONS

The following definitions will be part of any Contract awarded or order placed resulting from this RFQ:

Architect – A professional licensed to practice architecture in the State of New Jersey.

Base Flood Elevation ("BFE") – The elevation shown on the Flood Insurance Rate Map (FIRM) or preliminary Flood Insurance Rate Map ("PFIRM") for Zones AE, AH, A1-A30, AR, AR/A, AR/AE, AR/A1-A30, AR/AH, AR/AP V1-V30, and VE that indicates the water surface elevation resulting from a flood that has a 1 percent chance of equaling or exceeding that level in any given year.²

Builder - Also known as the licensed Construction Contractor. A person who is contracted to construct or repairs houses.

Contractor – The Contractor within this RFQ is the Architect or Engineer.

CDBG-DR— Community Development Block Grant Disaster Recovery.

¹ The FMA program is authorized by Section 1366 of the National Flood Insurance Act of 1968, as amended, and governed, in part, by 44 CFR Part 78.

² FEMA website, "National Flood Insurance Program Terminology Index"

Certificate of Occupancy ("COO") – A document issued by a local government agency or building department certifying a building's compliance with applicable building codes and other laws and indicating it to be in a condition suitable for occupancy.

Construction Cost Estimate ("CCE") - The estimated costs for the construction of the project.

Current Working Estimate ("CWE") - The construction cost estimate and all consulting, permitting and administrative fees. The amount represents the client agency's financial budget for the project based on the Scope of Work and shall not be exceeded during the various project phases unless the Project Team members approve the proposed change.

Division for Disaster Recovery and Mitigation ("DRM") – a Division within the Department of Community Affairs ("DCA") that manages most federal funds granted to the State for recovery efforts from disasters such as Hurricane Ida and to mitigate the effects of future disasters.

Duplication of Benefits ("DOB") – Instances where a property owner has received financial assistance from another source for the same purpose or if such assistance is available to the property owner from another source for the same purpose.

Design Flood Elevation ("DFE") – The elevation of the highest flood (generally the BFE including freeboard) that a retrofitting method is designed to protect against. Also known as the Flood Protection Elevation.

Engineer – A New Jersey licensed mechanical, geotechnical, civil, or structural engineer.

Elevated building - A building that has no basement and a lowest floor that is elevated to or above the BFE on CMU foundation walls, shear walls, posts, piers, pilings or columns.³ The Program requires an elevation of three (3) feet above BFE as a minimum.

Elevation Certificate – A document prepared by a qualified engineer / surveyor that provides information on the elevation of a building relative to mean high tide, building type, flood map location, and additional information used to determine the proper flood insurance premium rates for a property.

Federal Emergency Management Agency ("FEMA") – A federal agency under the Department of Homeland Security tasked with coordinating the federal government's role in preparing for, preventing, mitigating the effects of, responding to, and recovering from all domestic disasters, whether natural or man-made, including acts of terror.⁴

Firm-fixed price ("FFP") – A contract that provides a price that is not subject to any adjustment on the basis of the contractor's cost experience in performing the contract.

7

³ <u>FEMA website, "National Flood Insurance Program Terminology Index"</u>

⁴ FEMA website, "About the Agency"

Flood Mitigation Assistance ("FMA") – Authorized by Section 1366 of the National Flood Insurance Act of 1968, as amended, and governed, in part, by 44 CFR Part 78. The purpose of FMA is to assist State and local governments in funding cost-effective actions that reduce or eliminate the long-term risk of flood damage to buildings, manufactured homes and other insurable structures, with the ultimate resolution to reduce or eliminate claims under the National Flood Insurance Program through mitigation activities.⁵

Floodplain – Any land area that FEMA determined has at least a 1 percent chance in any given year of being inundated by floodwaters from any source.⁶

HUD – Department of Housing and Urban Development.

Hazard Mitigation Grant Program ("HMGP") – A program developed and overseen by the DRM through which Flood Mitigation Assistance funds awarded by FEMA can be spent to elevate in areas that received a Presidential major disaster declaration for Hurricane Ida.

National Flood Insurance Program ("NFIP") – Federal program that provides the availability of flood insurance in exchange for the adoption of a minimum local floodplain management ordinance that regulates new and Substantially Improved development in identified flood hazard areas.⁷

New Jersey Department of Community Affairs ("Department" or "DCA") - A State agency created to provide administrative guidance, financial support and technical assistance to local governments, community development organizations, businesses and individuals to improve the quality of life in New Jersey.

Project – The design to facilitate replacement, repair and or elevation and related construction of a residential property accepted as part of the State's Programs.

Repetitive Loss ("RL") – A property that (a) has incurred flood-related damage on two occasions, in which the average cost of the repair has equaled or exceeded 25% of the market value of the structure at the time of each flood event and (b) at the time of the second incidence of flood-related damage, the contract for flood insurance contains increased cost of compliance coverage.

Severe Repetitive Loss ("SRL") — A property is covered under a contract for flood insurance available through the NFIP: (a) for which four or more separate claims payments (includes building and contents) have been made under flood insurance coverage with the amount of each such claim exceeding \$5000 and with the cumulative amount of payments exceeding \$20,000 or (b) for which at least two separate claims payments (includes building only) have been made under such coverage, with the cumulative amount of such claims exceeding the market value of the insured structure.

Substantial Damage - The damage sustained by a structure in a Special Flood Hazard Area – or floodplain – for which the total cost of repairs is 50% or more of the structure's market value before the disaster occurred, regardless of the cause of damage.

⁵ 44 CFR §78.1

⁶ FEMA website, "National Flood Insurance Program Terminology Index"

⁷ FEMA website, "Flood Insurance"

Time & Materials ("T&M") – Contracts that provide for the payment of labor costs on the basis of fixed hourly billing rates which are specified in the contract.

Work Order – Any specific, written authorization to perform the task(s) listed therein.

Xactimate – Replacement cost estimating software for property claims.

3.0 PRE-QUOTE SUBMISSION

3.1 QUESTIONS AND ANSWER PERIOD

Questions should be directly tied to a RFQ Section, the Price Sheets, Forms or Attachments, and should reference the specific RFQ Section or document to which it relates.

Bidders shall submit their questions via email to:

DRM.Solicitations@dca.nj.gov

The cut-off date for questions and inquiries relating to this RFQ is October 23, 2023 at 2:00 PM. If questions are posed by Bidders, answers to such questions will be posted on the DCA/DRM website as a Bid Amendment and become part of the RFQ.

A Bidder shall not contact the DCA directly, in person, by telephone or by email, concerning this RFQ prior to Contract award.

3.2 EXCEPTIONS TO THE STATE OF NJ STANDARD TERMS AND CONDITIONS ("SSTC")

Questions regarding the State of New Jersey Standard Terms and Conditions ("SSTC") and exceptions to mandatory requirements MUST be posed during the Question-and-Answer period and shall contain the Bidder's suggested changes and the reason(s) for the suggested change(s).

3.3 BID AMENDMENTS

If it becomes necessary to clarify or revise this RFQ, such clarification or revision will be by Bid Amendment. Any Bid Amendment will become part of this RFQ, and part of any Contract awarded.

It is the sole responsibility of the Bidder to be knowledgeable of all Bid Amendments related to this procurement.

3.4 PRE-QUOTE DOCUMENT REVIEW

In addition to the State's required contractual forms, the following are available documents that a Bidder needs to review to prepare and submit accurate and comprehensive Quotes:

Action Plan for the State of New Jersey Hurricane Ida

Design Standards Guidelines attached hereto as Exhibit A.

4.0 QUOTE SUBMISSION REQUIREMENTS

4.1. QUOTE SUBMISSION

To be considered for an award, the Quote must be received electronically at DCA no later than 2:00 PM on November 17, 2023, using the following email and business address.

Bidders may submit Quotes via email to DRM.Solicitations@dca.nj.gov or deliver "hard copies" to:

Laurence Johnson, State Contract Manager
Department of Community Affairs
Division for Disaster Recovery and Mitigation, 6th Floor
Re: Design and Engineering RFQ
101 South Broad Street
Trenton, New Jersey 08625

4.1.1 PRICE/RATE PROPOSALS

The Bidder shall submit a complete price/rate proposal on the form provided in the RFQ. This form is entitled, "IDA DESIGN AND ENGINEERING SERVICES Rate Schedule" and includes all-inclusive, "loaded" hourly rates for the various Personnel Types/Disciplines that may be required during the term of the contract. These loaded hourly rates should include all costs required for each personnel type, including, all direct costs, overhead costs, fringe benefits, supplies, equipment, administrative costs, insurance, in-State travel, meals and lodging, professional fees and profit. The hourly rates listed by the contractor and accepted at contract award will be the rates that will be used as the basis for pricing future work orders issued under this contract. Price increases will not be granted for any alleged omissions or miscalculations of contract pricing. The base year and each option period are to be separately priced based on the IDA DESIGN AND ENGINEERING SERVICES Rate Schedule provided by the contractor.

The State will competitively solicit the majority of the work orders to be placed under the contract among the successful awardees meeting the necessary prequalification requirements. Services may be procured as Firm Fixed Price tasks (FFP) or Time and Materials (T&M) tasks and each work order may contain both FFP and T&M tasks. The fee for the work order along with a technical proposal will be requested for each competitive assignment. The fee for each work order shall include all management, supervision, direct costs, materials, supplies and equipment (except as otherwise provided). The technical proposal shall provide all information to assure effective performance of all services described in the respective work order.

However, as outlined in Section 4.2.4 of this RFQ, there may be instances when the State determines that it is not in the best interest of the State to request proposals for a work order from all approved Contractors. In such an instance, the State shall have the option to negotiate with one contractor for that assignment. In these instances, the hourly rates provided by the Contractor for the contract periods (base and option years) and accepted (via negotiation, if necessary, prior to contract award) will be used by the State to unilaterally place the work order for the services required.

4.1.2 CONTRACT AWARD

IDA DESIGN AND ENGINEERING SERVICES Term Contract awards will be made to the Contractors whose technical and pricing quotes are considered most advantageous to the State based on cost and technical qualifications in accordance with the evaluation criteria listed in the cover letter and the attached evaluation criteria form. Each contractor proposal will be evaluated by the Evaluation Committee based on these criteria and ranked.

The State may enter into discussions and negotiations with the top-ranked Architectural and Engineering firms before or after soliciting "Best and Final Offers." After the opportunity to resolve any issues or ambiguities in the proposals, Best and Final Offers may be requested and evaluated and awards will be made to the responsive firms whose proposals are determined to be the most advantageous, based on cost and technical qualifications in accordance with the evaluation criteria listed in the cover letter and the attached evaluation criteria form. It is the intent of the state to make up to ten (10) awards under this solicitation. Recipients will be notified by the State Contract Officer ("SCO") of the awards.

4.2. ASSIGNING AND EXECUTING WORK ORDERS

4.2.1 PROJECT DATA

Specific project data will be provided to the contractor for each work order including:

- Project Number/Title/Property/Site Location.
- CCE (Construction Cost Estimate): The CCE represents the estimated costs for the construction of the project.
- CWE (Current Working Estimate): The CWE represents the construction cost estimate and all
 consulting, permitting and administrative fees. The amount represents the State's financial
 budget for the project based on the Scope of Work and shall not be exceeded during the various
 project phases unless the Project Team members approve the proposed change.

Data pertaining to the scope of a project will be available to the competing Contractors at the time a work order proposal is solicited. Listed below are certain documents and information that the Contractor should refer to for background information on the project:

- Initial Site Assessment Investigation report, including photos
- Lead Risk Assessment if applicable
- Budget or Cost Estimates

4.2.2 ORDERING OF SERVICES

The contractor shall not perform any service except as authorized by a work order issued in accordance with the Contractor's contract. Work orders will be issued when deemed necessary. The Contractor shall furnish to the State, when and if ordered, the services and general conditions items specified, up to and including the maximum amount.

Except for the work order limitations outlined in this section, there is no limit on the number of work orders that may be issued. The State may issue a work order requiring the performance of services at multiple locations. The state may elect to award a single work order or to award multiple work orders to two or more firms if necessary.

Any work order issued during the effective period of the contract and not completed within that period shall be completed within the time specified in the work order. The contract shall govern the contractor's and State's rights and obligations with respect to that work order to the same extent as if the work order were completed during the contract's effective period, provided that the Contractor will not be required to provide services after the established completion date of the final work order.

Each work order shall include all the services and the cost of the services required to meet the obligations of the task(s) requiring delivery or performance. The work order shall be supplemented by a proposal prepared by the Contractor that includes the team organization, staffing, subconsultants included, approach to the project tasks, experience of the firm/team, and other necessary information.

The Contractor's hourly personnel rates shall be used for pricing the level of effort in each work order. If specialty consultants are required to complete a work order task and were not included in the initial term contract, they will be included in the work order as an allowance. All rates and costs for these specialty consultants will be evaluated for cost reasonableness prior to approval. All work orders are subject to the terms and conditions of the contract. The contractor's fees for each work order shall be based on the hourly personnel rates established in the contract, the negotiated level of effort for each discipline, travel (if authorized), miscellaneous items, allowances for specialty consultant costs, reproduction costs, deliverables and other terms agreed by the parties. In the event of conflict between a work order and the contract, the contract shall control.

A work order is considered "issued" when the SCO emails, mails or faxes the approved work order to the contractor along with a Notice to Proceed ("NTP") for the specific work order. When urgencies occur, the SCO may unilaterally issue work orders on a not-to-exceed price basis and the contractor shall immediately proceed with performing all such work. Final pricing for such work orders shall be resolved as quickly as possible after the work order is issued through negotiations between the parties.

The State reserves the right to perform work of the same type covered in this contract, with its own forces or by contract.

4.2.3 ORDER LIMITATIONS

Minimum Order: There is no minimum order under this term contract.

Maximum Order: The maximum aggregate limitation for each contractor contract is \$1,000,000.

4.2.4 METHODS OF PLACEMENT OF ORDERS UNDER MULTIPLE AWARD CONTRACTS

The State will provide each awardee a fair opportunity to compete and be considered for each work order unless a separate determination is made to request quotations from a lesser number in accordance with A – D below.

Upon identification of a need, the State will forward the scope of work and evaluation criteria to the awardees. Non-price evaluation factors which may be considered in placing awork order with a particular awardee may include, but are not limited to, proposed staffing or team members for the work order assignment, past experience of firm and proposed team member(s), approach to meeting objectives of the services required, ability to provide scheduling services to monitor and meet schedule requirements, past performance on previous work orders under this contract, cost, or other factors that the state believes are relevant to the award of a delivery order to an awardee under the contract.

Interviews of proposed candidates and/or project teams may be held when evaluating and selecting an awardee for a specific work order.

The State need not seek competition from the awardees if:

- A. The public exigency requires the immediate performance of the service; or
- B. The dollar value of the services is less than the bid advertising threshold under N.J.S.A. 52:34-7.1; or
- C. Only one such contractor is capable of providing such items or services required at the level of quality required because the items or services ordered are unique or highly specialized; or
- D. Additional services are required as a logical follow-on to a work order previously issued, provided that all awardees were given a fair opportunity to be considered for the original work order.

4.2.5 PROCESSING WORK ORDERS

Each work order proposal should reference the following:

- A. Contract Number
- B. Work Order Number
- C. Date of Order
- D. Place or Location of Services
- E. Scope of work/services to be provided

- F. Start and Completion Date. Each work order shall specify the start and completion date of the work or services. The starting date shall not be less than three (3) calendar days after the issuance of an approved work order and NTP.
- G. Whether the work is to be performed during normal working hours or during other than normal working hours.
- H. The applicable hourly rates and costs in effect at the time of request for a proposal for the personnel, services and items included in the work order.
- I. Work Order. A work order form will be provided by the State for use by the contractor firms in providing technical and cost proposals for each work order. No work should be performed under this contract until an approved work order and NTP have been issued to the selected Contractor. For the purpose of this contract, a work order shall be deemed to be "issued" at the time the state emails, mails or faxes the approved work order to the selected Contractor.
- J. All work order proposals shall be submitted to the SCO for approval.

4.3. RESPONSIBILITY FOR CONTRACT ADMINISTRATION AND PAYMENTS

4.3.1 STATE CONTRACTING OFFICER ("SCO")

The State Contracting Officer ("SCO") is the final authority in all contractual matters relating to the contractor's contract and any work order placed against the contract. The SCO has overall responsibility for the administration of the contract.

4.3.2 PROJECT DIRECTOR ("PD")

The Project Director ("PD") will be designated on each specific Contractor work order to assist the SCO in discharge of responsibilities when the SCO is unable to be directly in touch with the contract work. Responsibilities of the PD include, but may not be limited to, determining the adequacy of performance by the in accordance with requirements, terms and conditions of this contract; acting as the State's representative in charge of work at the site; and advising the SCO of any factors which may cause delay in performance of the work. All services to be provided under this contract shall be provided to the PD except for those services reserved to the SCO and identified as reserved in this contract in the PD delegation of authority.

4.3.3 INVOICING REQUIREMENTS

Invoices shall be submitted monthly on an original Program Invoice Form only, to the PD specified in the work order. Invoices must include all required information, signatures and supporting back-up documentation prior to acceptance, approval, and processing by the State.

4.3.4 ADJUSTING PAYMENTS

Upon review of the invoice, the PD may adjust the payment of the invoice if any services do not conform with the contract requirements of the work order and/or this contract or if the Contractor has not provided supporting back-up documentation. The PD will inform the Contractor in writing, of the type and dollar amount of the deductions prior to processing the remainder of the invoice. The Contractor may submit in writing, within ten (10) days of receiving notification of the proposed deductions, specific reasons to the PD explaining why any or all of the proposed deductions are not justified. Reasons must be solidly based and must provide specific facts that justify reconsideration and/or adjustment of the amount to be deducted. Failure to respond within the ten (10) day period will be interpreted to mean that the Contractor accepts the deductions proposed. After consideration of the Contractor's reply, if any, the PD will make any adjustments in deduction which are warranted, determine the dollar amount of deductions, and notify the Contractor of the decision.

4.3.5 PAYMENTS

Payments shall be made in accordance with the Prompt Payment Act, N.J.S.A. 52:32-32 et seq.

4.3.6 DEPOSITION OF MATERIALS

Upon termination or completion of work under a work order, the Contractor shall forward all materials produced in connection with the performance of this contract as may be directed by the PD or SCO, or as specified in other provisions of the contract. All materials produced, or required to be delivered under this contract become and remain the property of the State.

4.4 BIDDER RESPONSIBILITY

The Bidder assumes sole responsibility for the complete effort required in submitting a Quote in response to this RFQ. No special consideration will be given after Quotes are opened because of a Bidder's failure to be knowledgeable as to all the requirements of this RFQ. The State assumes no responsibility and bears no liability for costs incurred by a Bidder in the preparation and submittal of a Quote in response to this RFQ or any pre-contract award costs incurred.

4.5 JOINT VENTURE

If a Joint Venture is submitting a Quote, the agreement between the parties relating to such Joint Venture should be submitted with the Joint Venture's Quote. Authorized signatories from each party comprising the Joint Venture must sign the Offer and Acceptance Page. Each party to the Joint Venture must individually complete and comply with all the forms and certification requirements in RFQ Section 4.0: Quote Submission Requirements.

4.6 BIDDER ADDITIONAL TERMS SUBMITTED WITH THE QUOTE

A Bidder may submit additional terms as part of its Quote. Additional terms are Bidder-proposed terms or conditions that do not conflict with the Scope of Work required in this RFQ, the terms and conditions of this RFQ, or the SSTC. Bidder-proposed terms or conditions that conflict with those contained the SSTC will render a Quote non-responsive. It is incumbent upon the Bidder to identify and remove its conflicting proposed terms and conditions prior to Quote submission.

Quotes including Bidder proposed additional terms may be accepted, rejected, or negotiated, in whole or part, at the State's sole discretion.

If Bidder intends to propose terms and conditions that conflict with the SSTC, those Bidder proposed terms and conditions shall only be considered if submitted and agreed to pursuant to the electronic question and answer procedure.

4.7 QUOTE CONTENT

The Quote should be submitted with the attachments organized in following manner:

- Forms
- Technical Quote
- State-Supplied Price Sheets

4.8. FORMS, REGISTRATIONS AND CERTIFICATIONS TO BE SUBMITTED WITH QUOTE

The following link will take you to the necessary forms, as described further in Section 4.9.1-4.9.11: https://www.state.nj.us/treasury/purchase/forms.shtml

See also the Checklist for Waivers for necessary information: Waiver and DPA Contract Checklist.pdf (nj.gov)

4.8.1 OWNERSHIP DISCLOSURE FORMS

Pursuant to N.J.S.A. 52:25-24.2, in the event the Bidder is a corporation, partnership or limited liability company, the Bidder must disclose all 10% or greater owners by (a) completing and submitting the Ownership Disclosure Form with the Quote; (b) if the Bidder has submitted a signed and accurate Ownership Disclosure Form dated and received no more than six (6) months prior to the Quote submission deadline for this procurement, the Division may rely upon that form; however, if there has been a change in ownership within the last six (6) months, a new Ownership Disclosure Form must be completed, signed and submitted with the Quote; or, (c) 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 10 percent or greater beneficial interest. N.J.S.A. 52:25-24.2.

A Bidder's failure to submit the information required by N.J.S.A. 52:25-24.2 will result in the rejection of the Quote as non-responsive and preclude the award of a Contract to said Bidder.

4.8.2 DISCLOSURE OF INVESTMENT ACTIVITIES IN IRAN FORM

The Bidder should submit Disclosure of Investment Activities in Iran form to certify that, pursuant to N.J.S.A. 52:32-58, neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32-56(e)(3)), is listed on the Department of the Treasury's List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither the Bidder, nor one (1) of its parents, subsidiaries, and/or affiliates, is involved in any of the investment activities set forth in N.J.S.A. 52:32-56(f). If the Bidder is unable to so certify, the Bidder shall provide a detailed and precise description of such activities as directed on the form. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Quote non-responsive.

4.8.3 DISCLOSURE OF INVESTIGATIONS AND OTHER ACTIONS INVOLVING BIDDER FORM

The Bidder should submit the Disclosure of Investigations and Other Actions Involving Bidder Form, with its Quote, to provide a detailed description of any investigation, litigation, including administrative complaints or other administrative proceedings, involving any public sector clients during the past five (5) years, including the nature and status of the investigation, and, for any litigation, the caption of the action, a brief description of the action, the date of inception, current status, and, if applicable, disposition. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Quote non-responsive.

4.8.4 MACBRIDE PRINCIPALS FORM

The Bidder should submit the MacBride Principles Form. Pursuant to N.J.S.A. 52:34-12.2, a Bidder is required to certify that it either has no ongoing business activities in Northern Ireland and does not maintain a physical presence therein or that it will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principles of nondiscrimination in employment as set forth in N.J.S.A. 52:18A-89.5 and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of their compliance with those principles. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Quote non-responsive.

4.8.5 SERVICE PERFORMANCE WITHIN THE UNITED STATES

The Bidder should submit a completed Source Disclosure Form. Pursuant to N.J.S.A. 52:34-13.2, all contracts primarily for services shall be performed within the United States. If a Bidder does not submit the form with the Quote, the Bidder must comply within seven (7) business days of the State's request, or the State may deem the Quote non-responsive.

4.8.6 CONFIDENTIALITY / COMMITMENT TO DEFEND

Pursuant to the New Jersey Open Public Records Act (OPRA), N.J.S.A. 47:1A-1 et seq., or the common law right to know, Quotes can be released to the public in accordance with N.J.A.C. 17:12-1.2 (b) and (c).

The Bidder should submit a completed and signed Confidentiality/Commitment to Defend Form with the Quote. If the Bidder does not submit the Confidentiality form with the Quote, the State reserves the right to request that the Bidder submit the form after Quote submission.

After the opening of sealed Quotes, all information submitted by a Bidder in response to a RFQ is considered public information notwithstanding any disclaimers to the contrary submitted by a Bidder. Proprietary, financial, security and confidential information may be exempt from public disclosure by OPRA and/or the common law when the Bidder has a good faith, legal/factual basis for such assertion.

When the RFQ contains a negotiation component, the Quote will not be subject to public disclosure until a notice of intent to award a Contract is announced.

As part of its Quote, a Bidder may request that portions of the Quote be exempt from public disclosure under OPRA and/or the common law. The Bidder must provide a detailed statement clearly identifying those sections of the Quote that it claims are exempt from production, and the legal and factual basis that supports said exemption(s) as a matter of law. The State will not honor any attempts by a Bidder to designate its price sheet, price list/catalog, and/or the entire Quote as proprietary and/or confidential, and/or to claim copyright protection for its entire Quote. If the State does not agree with a Bidder's designation of proprietary and/or confidential information, the State will use commercially reasonable efforts to advise the Bidder. Copyright law does not prohibit access to a record which is otherwise available under OPRA.

The State reserves the right to make the determination as to what to disclose in response to an OPRA request. Any information that the State determines to be exempt from disclosure under OPRA will be redacted.

In the event of any challenge to the Bidder's assertion of confidentiality that is contrary to the State's determination of confidentiality, the Bidder shall be solely responsible for defending its designation, but in doing so, all costs and expenses associated therewith shall be the responsibility of the Bidder. The State assumes no such responsibility or liability.

In order not to delay consideration of the Quote or the State's response to a request for documents, the State requires that the Bidder respond to any request regarding confidentiality markings within the timeframe designated in the State's correspondence regarding confidentiality. If no response is received by the designated date and time, the State will be permitted to release a copy of the Quote with the State making the determination regarding what may be proprietary or confidential.

4.8.7 SUBCONTRACTOR UTILIZATION PLAN

For a Quote that does NOT include the use of any Subcontractors, the Bidder is automatically certifying that, if selected for an award, the Bidder, individual Architect, Engineer, corporation, or organized entity responsible for the design, will be performing all work required by the Contract.

If it becomes necessary for the Contractor to substitute a Subcontractor, add a Subcontractor, or substitute its own staff for a Subcontractor, the Contractor will identify the proposed new Subcontractor or staff member(s) and the work to be performed. The Contractor shall forward a written request to substitute or add a Subcontractor or to substitute its own staff for a Subcontractor to the State PD for consideration. The Contractor must provide a completed Subcontractor Utilization Plan, a detailed justification documenting the necessity for the substitution or addition and resumes of its proposed replacement staff or of the proposed Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is to undertake. The qualifications and experience of the replacement(s) must equal or exceed those of similar personnel proposed by the Contractor in its Quote. The PD will forward the request to the SCO for approval.

NOTE: No substituted or additional Subcontractors are authorized to begin work until the Contractor has received written approval from the DCA.

4.8.8 PAY TO PLAY PROHIBITIONS

Pursuant to N.J.S.A. 19:44A-20.13 et seq. (P.L. 2005, c. 51), the State shall not enter into a Contract to procure services or any material, supplies or equipment, or to acquire, sell, or lease any land or building from any Business Entity, where the value of the transaction exceeds \$17,500, if that Business Entity has solicited or made any contribution of money, or pledge of contribution, including in-kind contributions, to a candidate committee and/or election fund of any candidate for or holder of the public office of Governor or Lieutenant Governor, to any State, county, municipal political party committee, or to any legislative leadership committee during certain specified time periods.

Prior to awarding any Contract or agreement to any Business Entity, the Business Entity proposed as the intended Contractor of the Contract shall submit the Two-Year Chapter 51/Executive Order 117 Vendor Certification and Disclosure of Political Contributions form, certifying that no contributions prohibited by either Chapter 51 or Executive Order No. 117 have been made by the Business Entity and reporting all qualifying contributions made by the Business Entity or any person or entity whose contributions are attributable to the Business Entity. Failure to submit the required forms will preclude award of a Contract under this RFQ.

Further, the Contractor is required, on a continuing basis, to report any contributions it makes during the term of the Contract, and any extension(s) thereof, at the time any such contribution is made.

4.8.9 AFFIRMATIVE ACTION

The intended Contractor and its named Subcontractor(s), if applicable, must submit a copy of a New Jersey Certificate of Employee Information Report, or a copy of Federal Letter of Approval verifying it is operating under a federally approved or sanctioned Affirmative Action program. If the Contractor and/or its named Subcontractor(s) are not in possession of either a New Jersey Certificate of Employee Information Report or a Federal Letter of Approval, it/they must complete and submit the Affirmative Action Employee Information Report (AA-302). Information, instruction, and the application are available at https://www.state.nj.us/treasury/contract_compliance/index.shtml.

4.8.10 BUSINESS REGISTRATION

In accordance with N.J.S.A. 52:32-44(b), a Bidder and its named Subcontractors must have a valid Business Registration Certificate ("BRC") issued by the Department of the Treasury, Division of Revenue and Enterprise Services prior to the award of a Contract.

4.8.11 CERTIFICATION REGARDING PROHIBITED ACTIVITIES WITH RUSSIA OR BELARUS

The Bidder should submit the Disclosure of Prohibited Activities in Russia / Belarus Form. Pursuant to P.L.2022, c. 3, a person or entity seeking to enter into or renew a contract for the provision of goods or services shall certify that it is not engaging in prohibited activities in Russia or Belarus as defined by P.L.2002, c. 3, sec. 1(e). If the Contractor is unable to so certify, the Contractor shall provide a detailed and precise description of such activities.

If you certify that the bidder is engaged in activities prohibited by P.L. 2022, c. 3, the bidder shall have 90 days to cease engaging in any prohibited activities and on or before the 90th day after this certification, shall provide an updated certification. If the bidder does not provide the updated certification or at that time cannot certify on behalf of the entity that it is not engaged in prohibited activities, the State shall not award the business entity any contracts, renew any contracts, and shall be required to terminate any contract(s) the business entity holds with the State that were issued on or after the effective date of P.L. 2022, c. 3.

4.9. TECHNICAL QUOTE

The Bidder shall describe its approach and plans for accomplishing the work outlined in the Scope of Work. The Bidder must set forth its understanding of the requirements of this RFQ and its approach to successfully complete the Contract. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of the Bidder's Quote.

4.9.1 MANAGEMENT OVERVIEW

The Bidder shall set forth its overall technical approach and plans to meet the requirements of the RFQ in a narrative format. This narrative should demonstrate to the Evaluation Committee that the Bidder understands the objectives that the Contract is intended to meet, the nature of the required work, and the level of effort necessary to successfully complete the Contract. The narrative should demonstrate that the Bidder's approach and plans to undertake and complete the Contract are appropriate to the tasks and subtasks involved.

Mere reiterations of RFQ tasks and subtasks are strongly discouraged, as they do not provide insight into the Bidder's approach to complete the Contract. The Bidder's response to this section shall demonstrate to the Evaluation Committee that the Bidder's detailed plans and approach proposed to complete the Scope of Work are realistic, attainable, and appropriate, and that the Bidder's Quote will lead to successful Contract completion.

4.9.2 CONTRACT MANAGEMENT

The Bidder should describe its specific plans to manage, control and supervise the Contract to ensure satisfactory Contract completion according to the required schedule. The plan should include the Bidder's approach to communicate with the State Project Director including, but not limited to, status meetings, status reports, etc.

4.9.3 CONTRACT SCHEDULE

The Bidder should identify the Contract scheduling and control methodology to be used and should provide the rationale for choosing such methodology.

After award, the Contractor shall provide a project schedule as engagements arise, within the context of the suggested Contract schedule. If key dates are a part of this RFQ, the Bidder's schedule should incorporate such key dates and should identify the completion date for each task and sub-task required by the Scope of Work. Such schedule should also identify the associated deliverable item(s) to be submitted as evidence of completion of each task and/or subtask.

Adherence to the Schedule

The Contractor shall perform its services consistent with the professional skill and care ordinarily provided by firms practicing in the same or similar locality under the same or similar circumstances (hereinafter the "Standard of Care"). Additionally, the Contractor shall perform its services to meet the schedule set forth in the work order as expeditiously as is consistent with the exercise of professional skill and care and the orderly progress of the Project. If the contractor fails to meet the project milestones as stipulated in the schedule, the State may take corrective actions including but not limited to:

- A. the reassignment of the work order,
- B. reassignment of other pending or current work orders and or,
- C. possible withdrawal from consideration on subsequent work orders.

4.9.4 MOBILIZATION PLAN

It is essential that the State have quick use of the functionality this Contract is to provide. Therefore, each Bidder shall include as part of its Quote a mobilization plan, beginning with the date of notification of Contract award and lasting no longer than fourteen (14) calendar days.

Within five (5) business days of Contract award, the Contractor shall conference with the DCA for a "kick-off" meeting. The kick-off meeting may be virtual, at the request of the Contractor. The DCA will then issue the Notice to Proceed ("NTP"). This meeting shall include discussion of, at minimum:

- 1. Blanket P.O. Contract intent and Scope of Work;
- 2. The Contract mobilization plan (see below);
- 3. Proper methods and channels of communication between the Contractor and the SCM;
- 4. Development and finalization of status reporting forms and mechanisms; and
- 5. Additional topics deemed necessary by the SCM.

Such mobilization plan should include the following elements:

- A. A detailed timetable for the mobilization period of ten (10) to fifteen (15) business days from NTP. This timetable should be designed to demonstrate how the Bidder will have the personnel and equipment it needs to begin work on the Contract up and operational from the date of notification of award;
- B. The Bidder's plan for the deployment and use of management, supervisory or other key personnel during the mobilization period. The plan should show all management, supervisory and key personnel that will be assigned to manage, supervise, and monitor the Bidder's mobilization of the Contract within the period of ten (10) to fifteen (15) business days. The Bidder should clearly identify management, supervisory or other key staff that will be assigned only during the mobilization;
- C. The Bidder's plan for recruitment of staff required to provide all services required by the RFQ on the Contract start date at the end of the mobilization period covering ten (10) to fifteen (15) business days. In the event the Bidder must hire management, supervisory and/or key personnel if awarded the Contract, the Bidder should include, as part of its recruitment plan, a plan to secure backup staff in the event personnel initially recruited need assistance or need to be replaced during the Contract term; and
- D. The Bidder's plan for the purchase and distribution of equipment, inventory, supplies, materials, etc. that will be required to begin work on the Contract on the required start date.

4.9.5 ORGANIZATIONAL EXPERIENCE

The Bidder should include information relating to its organization, personnel, and experience, including, but not limited to, references, together with contact names and telephone numbers, evidencing the Bidder's qualifications, and capabilities to perform the services required by this RFQ. The Bidder should include the level of detail it determines necessary to assist the Evaluation Committee in its review of Bidder's Quote.

The selected Contractors shall be licensed to practice Architecture and or Engineering in the State of New Jersey as required by NJAC-13:27-3.1.

4.9.6 LOCATION

The Bidder should include the physical address of where responsibility for managing the Contract will take place. The Bidder should include mailing address, the telephone number, email address and name of the individual to contact.

4.9.7 ORGANIZATION CHARTS

The Bidder should include an organization chart, with names showing management, supervisory and other key personnel (including Subcontractor management, supervisory, or other key personnel) to be assigned to the Contract. The chart should include the labor category and title of each such individual.

4.9.8 RESUMES

Detailed resumes should be submitted for all management, supervisory, and key personnel to be assigned to the Contract. Resumes should emphasize relevant qualifications and experience of these individuals in successfully completing Contracts of a similar size and scope to those required by this RFQ.

Similarly, the Bidder should provide detailed resumes for each Subcontractor's management, supervisory, and other key personnel that demonstrate knowledge, ability, and experience relevant to that part of the work which the Subcontractor is designated to perform.

4.9.9 EXPERIENCE WITH CONTRACTS OF SIMILAR SIZE AND SCOPE

The Bidder should provide a comprehensive listing of contracts of similar size and scope that it has successfully completed, as evidence of the Bidder's ability to successfully complete services like those required by this RFQ. Emphasis should be placed on contracts that are similar in size and scope to the work required by this RFQ. A description of all such contracts should be included and should show how such contracts relate to the ability of the firm to complete the services required by this RFQ. For each such contract listed, the Bidder should provide two (2) names and telephone numbers of individuals for the contracting party. Beginning and ending dates should also be given for each contract.

The Bidder must provide details of any negative actions taken by other contracting entities against them while performing these projects including, but not limited to, receipt of letters of potential default, default, cure notices, termination of services for cause, or other similar notifications/processes. Additionally, the Bidder should provide details, including any negative audits, reports, or findings by any governmental agency for which the Bidder is/was the Contractor on any contracts of similar scope. In the event a Bidder neglects to include this information in its Quote, the Bidder's omission of necessary disclosure information may be cause for rejection of the Bidder's Quote by the State.

The Bidder should provide documented experience to demonstrate that each Subcontractor has

successfully performed work on contracts of a similar size and scope to the work that the Subcontractor is designated to perform in the Bidder's Quote. The Bidder must provide a detailed description of services to be provided by each Subcontractor.

4.9.10 FINANCIAL CAPABILITY OF THE BIDDER

The Bidder should provide sufficient financial information to enable the State to assess the financial strength and creditworthiness of the Bidder and its ability to undertake and successfully complete the Contract. To provide the State with the ability to evaluate the Bidder's financial capacity and capability to undertake and successfully complete the Contract, the Bidder should submit the following:

- A. For publicly traded companies the Bidder should provide copies, or the electronic location of the annual reports filed for the two most recent years; or
- B. For privately held companies the Bidder should provide the certified financial statement (audited or reviewed) in accordance with applicable standards by an independent Certified Public Accountant which include a balance sheet, income statement, and statement of cash flow, and all applicable notes for the most recent calendar year or the Bidder's most recent fiscal year.

If the information is not supplied with the Quote, the State may still require the Bidder to submit it. If the Bidder fails to comply with the request within seven (7) business days, the State may deem the Quote non-responsive.

A Bidder may designate specific financial information as not subject to disclosure when the Bidder has a good faith legal/factual basis for such assertion. The State reserves the right to make the determination to accept the assertion and shall so advise the Bidder.

4.9.11 INDEMNIFICATION AND INSURANCE

Indemnification

To supplement what is included in the SSTC Section 4.1, the Contractor's liability to the State for actual, direct damages resulting from the Contractor's performance or non-performance, or in any manner related to this Blanket P.O. {Contract}, for all claims, shall be limited in the aggregate to 200% of the total value of this Blanket P.O. {Contract}, except that such limitation of liability shall not apply to the following:

- A. The Contractor's obligation to indemnify the State of New Jersey and its employees from and against any claim, demand, loss, damage, or expense relating to bodily injury or the death of any person or damage to real property or tangible personal property, incurred from the work or materials supplied by the Vendor {Contractor} under this Blanket P.O. {Contract} caused by negligence or willful misconduct of the Vendor {Contractor};
- B. The Contractor's breach of its obligations of confidentiality; and
- C. The Contractor's liability with respect to copyright indemnification. The Contractor's indemnification obligation is not limited by, but is in addition to, the insurance obligations contained in Section 4.2 of the SSTC. The Contractor shall not be liable for special, consequential, or incidental damages.

Professional Liability Insurance

Section 4.2 of the SSTC regarding insurance is modified with the addition of the following section regarding Professional Liability Insurance:

A. The Contractor shall carry Errors and Omissions, Professional Liability Insurance, and/or Professional Liability Malpractice Insurance enough to protect the Contractor from any liability to the State or other parties arising out of the professional obligations performed pursuant to the requirements of this Contract. The insurance shall be in the amount of no less than One Million Dollars (\$1,000,000) and in such policy forms as shall be approved by the State. If the Contractor has claims-made under current coverage and subsequently changes carriers during the term of this Contract, it shall obtain from its new Errors and Omissions, Professional Liability Insurance and/or Professional Malpractice Insurance carrier an endorsement for retroactive coverage.

Builder's Risk Insurance

Because the Scope of Work may include invasive investigation and associated repair work, Bidders also need to provide proof of builder's risk insurance in an amount enough to cover damages associated with the investigation and repair activities of this RFQ, when applicable, up to full replacement value of damaged property. Invasive investigation work may include but is not limited to soils sampling, foundation investigations, structural evaluation, and other investigative activities that disturb existing conditions on intact buildings, building elements and grounds on subject properties.

4.10. IDA DESIGN AND ENGINEERING SERVICES TERM CONTRACT RATE SCHEDULE - INSTRUCTIONS AND GUIDELINES

4.10.1 SERVICES AND PRICES/COSTS

A. Contract Hourly Rates

- (a) The state has specified certain Personnel Levels as labor categories for contract performance, (see attached Personnel Type/Level Description/Examples sheet). These Personnel Levels are indicated on the IDA DESIGN AND ENGINEERING SERVICES Rate Schedule for the base period and two (2) option years at the end of Section (c)The contractor is to propose hourly rates for each Personnel Level/Labor Category in the Rate Schedules. The hourly rates for each Personnel Level will be used for pricing task orders in each of the respective performance periods. Note the state estimated manhours are solely for evaluation of the hourly rates contained in each contractor's proposal and do not guarantee the actual work to be performed for each Personnel Level.
- (b) The hourly rates proposed by the Contractor and accepted at contract award for each respective performance period, i.e., the base period or one of the two (2) option years, are to be fixed for the duration of that period, including any extensions for the last option. Hourly rates are to be listed in whole numbers, no cents please.

- (c) In developing the required all inclusive, "loaded" hourly rates for the various Personnel Levels, the Contractor should include all costs required for each personnel type, including, all direct labor costs, overhead costs, fringe benefits, supplies, equipment, communication services, administrative costs, insurance, in-State travel, meals and lodging, professional fees and profit associated with this contract as defined in Section 4.1.1 of this RFQ. Price increases will not be granted for any alleged omissions or miscalculations of contract pricing.
- (d) The hourly rates listed by the contractor and accepted at contract award will be the rates that will be used as the basis for pricing future task orders issued under this contract. The base period and each option year period are to be separately priced based on the IDA DESIGN AND ENGINEERING SERVICES Rate Schedule provided by the contractor.

B. Additional Instructions

- (a) Firms are cautioned that any proposal/offer may be rejected as non-responsive if it is materially unbalanced as to prices for the base and/or the four (4) optional contract periods. An offer is unbalanced when it is based on prices/rates that are significantly understated for some service levels and prices/rates that are significantly overstated for other service levels.
- (b) Firms must propose prices/rates for all Personnel Levels in order to be considered for award. contractors may not use pricing alternatives, which differ from these instructions.
- (c) The Contractor is required to provide its own computer equipment and software adequate to fully satisfy all operational requirements of this contract and work orders requiring field office operation requirements. This should be considered in developing the price proposal as no reimbursement is authorized for such equipment after award of the contract. This contract requires computerized capabilities of the Contractor.

C. Evaluated Prices

- (a) The total evaluated price for each Personnel Level in the following rate schedules is equal to the State estimated man-hours multiplied by the contractor's proposed hourly rate.
- (b) The State estimated man-hours for each Personnel Level are solely for evaluation of the contractors' proposals under this Term Contract and do not guarantee a specific level of effort to be purchased by the State.

PERSONNEL LEVEL - DESCRIPTIONS/ EXAMPLES

LEVEL 7

Title: Principal, partner or officer of the firm

Duties: Overall contract responsibility for the legal, technical and financial

obligation

Qualifications: Current License in applicable discipline, if required by law.

Experience: N/A

LEVEL 6

Title: Project Executive; Senior Project Manager

Duties: Under direct leadership of principal, controls project scheduling and

management.

Qualifications: Current License in applicable discipline, if required by law.

Experience: Minimum 7 years

LEVEL 5

Title: Project Manager

Duties: Under direction of Project Executive, directs day-to-day operations of

the project, scheduling deadlines, group work activities, etc.

Qualifications: BA, BS degree or equivalent experience.

Experience: Minimum 5 years

LEVEL 4

Title: Senior Designer; Senior Engineer; Senior Estimator

Duties: Under supervision of Project Manager, reviews project elements to

conform to project requirements, directs designer and others on

projects, prepares estimates.

Qualifications: BA, BS degree or equivalent experience.

Experience: Minimum 5 years

LEVEL 3

Title: Designer; Engineer; Estimator; Field Inspector

Duties: Under direction of Project Executive, directs day-to-day operations of

the project, scheduling deadlines, group work activities, etc.

Qualifications: BA, BS degree or equivalent experience.

Experience: 3-5 years

LEVEL 2

Title: Designer/Draftsperson

Duties: Takes simple systems and layout data and sketches and translates into

usable information; performs drafting as required for construction

documents, etc.

Qualifications: High School Graduate, Technical School, or equivalent, with courses in

discipline.

Experience: Minimum 3 years direct work experience within discipline.

LEVEL 1

Title: Draftsperson, Secretary, Office Assistant

Duties: Performs all entry level tasks: Assembles tracings for review, printing;

keeps logs of tracings, shop drawings; performs tracing and drafting

chores, etc.

Qualifications: High School Graduate, Technical School or equivalent with courses in

discipline.

Experience: N/A

IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Base Period (EST. 10/1/2023 – 9/20/2024)

Instructions:

Give an hourly rate (\$ per hour; no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the personnel types. Your proposal may be considered unresponsive if you leave blanks. Provide an hourly rate for ALL Personnel Levels even though you may not at the present time have staff for some of these levels.

PERSONNEL TYPE	ESTIMATED STAFF HRS.	PROPOSED HOURLY RATE	ESTIMATED PRICE
LEVEL 7	1250		
LEVEL 6	2500		
LEVEL 5	2000		
LEVEL 4	1750		
LEVEL 3	2400		
LEVEL 2	1500		
LEVEL 1	1000		
		TOTAL EVALUATED PRICE	

RETURN THIS COMPLETED FORM WITH YOUR RFQ RESPONSE

IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Option Year 1 (EST. 10/1/2024 – 9/20/2025)

Instructions:

Give an hourly rate (\$ per hour; no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the personnel types. Your proposal may be considered unresponsive if you leave blanks. Provide an hourly rate for ALL Personnel Levels even though you may not at the present time have staff for some of these levels.

PERSONNEL TYPE	ESTIMATED STAFF HRS.	PROPOSED HOURLY RATE	ESTIMATED PRICE
LEVEL 7	1250		
LEVEL 6	2500		
LEVEL 5	2000		
LEVEL 4	1750		
LEVEL 3	2400		
LEVEL 2	1500		
LEVEL 1	1000		
		TOTAL EVALUATED PRICE	

RETURN THIS COMPLETED FORM WITH YOUR RFQ RESPONSE

IDA DESIGN AND ENGINEERING SERVICES RATE SCHEDULE

Option Year 2 (EST. 10/1/2025 – 9/20/2026

Name of Firm	•		
ivanic or i ii iii	•		

Instructions:

Give an hourly rate (\$ per hour; no cents please) below for each of the years listed. Please refer to the RFP for a description of each of the personnel types. Your proposal may be considered unresponsive if you leave blanks. Provide an hourly rate for ALL Personnel Levels even though you may not at the present time have staff for some of these levels.

PERSONNEL TYPE	ESTIMATED STAFF HRS.	PROPOSED HOURLY RATE	ESTIMATED PRICE
LEVEL 7	1250		
LEVEL 6	2500		
LEVEL 5	2000		
LEVEL 4	1750		
LEVEL 3	2400		
LEVEL 2	1500		
LEVEL 1	1000		
		TOTAL EVALUATED PRICE	_

RETURN THIS COMPLETED FORM WITH YOUR RFQ RESPONSE

5.0 SCOPE OF WORK

5.1. PROJECT REQUIREMENTS

The scopes of the anticipated projects can be categorized into three main project types.

- Storm Damage Repair and Mitigation
- Building Elevation
- Building replacement / New construction

The anticipated projects may be comprised solely of one project type or be a combination of two or more types. Projects may include storm damage repair of existing structures, utility relocations, or other mitigation activities, elevation of existing structures replacement of existing structures, and new construction.

5.1.1 STORM DAMAGE REPAIR & MITIGATION

All storm damage repair and mitigation shall be completed in compliance with DRM Program standards (Appendix A), and all applicable codes and standards. The repairs and mitigation activities shall be defined by the DRM during an Initial Site Inspection ("ISI"), documented in an Estimated Cost to Repair ("ECR") and Scope of Work Report. The Program's investigation reports shall be provided to the Contractor as the basis for the Project's scope of work. The Contractor shall confirm the Scope of work as part of their services and perform necessary investigations of their own to properly document the existing conditions and develop design and construction documentation for the execution of construction activities to complete the project. All new building elements shall be designed with energy efficiency and resilience from future storm damage in mind.

5.1.2 BUILDING ELEVATION

Elevations must be consistent with 44 CFR Part 60, including, but not limited to:

- The Program elevates the lowest floor of the structure to three feet above the Base Flood Elevation ("BFE") (at the time of the application). Upon completion of the elevation work, an Elevation Certificate verifying "as built" elevations are completed to ensure the at the structure complies with the local floodplain and National Flood Insurance Program ("NFIP") floodplain management and HMA requirements.
- Elevation projects are designed and adequately anchored to prevent flotation, collapse, and lateral movement of the structure due to hydrodynamic and hydrostatic loads, including the effects of buoyancy. An Engineer certifies that the design elevation will withstand the depth and velocity of 100-year flood events (hydrostatic and hydrodynamic loads), any potential increase in wind load, or any other relevant load factors.
- For elevation projects in Zone V with open foundations (piles, piers, posts, or columns), the space below the lowest floor is free from obstructions or constructed with non-supporting breakaway walls, open wood latticework, or screening intended to collapse under wind and water loads without causing collapse, displacement, or other structural damage to the elevated portion of the

building or supporting foundation system.

- For elevation projects on continuous foundation walls with fully enclosed areas below the lowest floor, the area must be used solely for parking vehicles, building access, or storage.
- Elevation projects on continuous foundation walls must be designed to automatically equalize hydrostatic flood forces of exterior walls by allowing for the entry and exit of floodwaters. Designs to meet these criteria must be certified by a registered Professional Engineer or meet or exceed the criteria in 44 CFR 60.3(c)(5).

5.1.3 BUILDING REPLACEMENT / NEW CONSTRUCTION

Building replacement anticipates the removal of an existing residential structure and the replacement of it with a new building roughly within the existing footprint and of a similar size and number of bedrooms as the original building. New Construction is defined as providing a new residential building of similar bedroom and bathroom count and size on a different location within the existing site or on a totally different site from the original building as determined feasible by the Program when the existing site is not suitable for a replacement building. All building replacement and new construction projects shall be designed to DRM Program standards for energy efficiency and resiliency. The DRM anticipates all new construction to be designed to achieve recognized energy efficiency standards such as Energy Star, Passive House Institute, or, others deemed appropriate for the Programs. Designs shall follow established Program Design Guidelines and be within Program budgetary parameters.

5.2 SCOPE OF SERVICES

The Design Services shall be provided in the following phases:

- A. Investigation Phase
- B. Design Phase
- C. Construction Documents Phase
- D. Construction Cost Estimates
- E. Construction Administration Change Order Review.

Each phase will have associated deliverables and payment milestones. All phases shall be billable upon Program acceptance of the respective deliverables, except for Construction Administration, which shall be billed on a per unit basis during construction, up to the limit determined by DRM.

The DRM anticipates requiring design and engineering deliverables that include, but are not limited to:

- Surveying;
- Geotechnical investigation;
- Structural evaluation;
- Structural design;
- Residential Building Design Services;
- Construction Documentation for building permit application; and
- Construction Cost Estimates

The Architect/ Engineering firm ("Contractor") shall meet the following design objectives as part of the Scope of Services:

- Provide the Program with an opportunity to understand the construction activities required to
 complete the project, including the likely cost of construction, verify the feasibility of
 construction; finalize the scope of construction work, and provide detailed documents that can
 be used by the elevation/ construction firms to complete the construction activities associated
 with the Scope of work;
- Plans must meet all Programmatic, New Jersey Sate code, and Program requirements;
- Plans must be approved by the Program, local Municipality, and Homeowner prior to construction; and

Buildings must be structurally sound and capable of being repaired and or elevated safely as applicable.

5.2.1 INVESTIGATION PHASE

The design services shall begin with an investigation of the existing conditions and collection of necessary site-specific information as required to fully define the problems and formulate appropriate design solutions for the anticipated scope of work for each assigned project. The investigation may include but not be limited to site and topography surveys, geotechnical and structural evaluations, field measurements of the existing structures, zoning analysis, and other data necessary to properly document existing conditions prior to providing design solutions and construction documentation.

Each homeowner has provided a Right of Entry form to allow access to the property, but the Contractor shall coordinate any intrusive investigations or site visits with the homeowner to allow them time to move or protect any personal items from damage prior to the commencement of the investigation. Any intrusive investigations shall be followed up with necessary work to restore the soil, paving, landscaping, structural components, finish, and/ or paint to the pre-inspected condition within thirty (30) days of the completed investigation. The Contractor shall provide all repairs required through a qualified Builder experienced in the trade or trades associated with the affected building or site components.

5.2.2 DESIGN PHASE

The design phase shall condense the proposed Project scope into a cohesive design solution that incorporates the existing conditions and the proposed project goals with the Program requirements. The design solution shall be documented with drawings and written reports that justifies the proposed solutions in context with the proposed Project Feasibility and the existing conditions. The design solutions shall be documented to demonstrate the intent for approval by the homeowner and the Program, and shall include as appropriate:

- Floor Plans
- Exterior building elevations

- Interior elevations and or building sections
- 3D perspective views
- Site Plans including topographic, utility and zoning information
- Material selection lists and samples
- Budgetary cost analysis

The design of repair and mitigation projects should document the proposed relocations and rerouting of existing building and mechanical elements including but not limited to ventilation ductwork, exhaust, vent ducts, water and heating piping, etc. associated with the relocation of existing Heating, Ventilation and Air Conditioning ("HVAC"), plumbing or electrical equipment and utility services.

Design of any building additions/ replacements, new construction, or other alterations to the existing building footprint must include impact to local zoning code compliance, and spell out any required zoning variances required to achieve the design objective.

5.2.3 CONSTRUCTION DOCUMENT PHASE

The Construction Document phase shall include the conversion of the designs and solutions presented in the approved design phase into Construction Documents for the Builder bid and building permit submission. This will include providing all required details and specifications for the proper pricing of the project by contractors as well as demonstrating code compliance for the issuance of building permits.

Prior to the conclusion of the Construction Documents Phase, the Contractor shall submit the Construction Documents to the PD. The Contractor shall meet with the program Manager to review the Construction Documents. Upon acceptance by the Program the Contractor shall submit signed sealed drawings to the municipal code office for plan review and acceptance. The Contractor shall make any adjustments to the construction documents as required by the local municipal Code Office or other Authorities having jurisdiction to secure any prior approvals and construction permits.

5.2.4 PROJECT COST ESTIMATES

Provide a budgetary cost estimate for each residence based on the Contractor's completed construction documents. Include a breakdown that delineates the following parameters as applicable for the defined project scope.

- A. Repair / Mitigation projects:
 - (a) Cleanup and debris removal associated with making the site ready for work as needed.
 - (b) Detach and reset of any utilities, appliances, and other equipment that was undamaged but is in the affected work area.

- (c) Lead abatement of any identified lead hazards identified in the Lead Risk Assessment. Abatement of any lead paint within the work area regardless of status. (Lead Risk Assessments shall be provided to the Contractor by the Program.)
- (d) Performance of all work in pre 1978 homes using Lead Safe Work Practices per EPA guidelines and standards. Including pricing for job site and worker protection as required to accomplish the scope of work.
- (e) Replacement of any storm damaged items with Program Standard items as stipulated in the Program Guidelines.
- (f) Cost of material, and labor for the installation of all equipment and utilities, including relocation of existing elements from their original locations.

B. Elevation Projects:

- (a) Disconnection of all utilities and relocation out of the flood plain, if applicable
- (b) Cost for an Elevation Contractor to mobilize and execute the elevation of the home up onto cribbing.
- (c) Demolition and construction of a new foundation or extension of the existing one (as recommended in the Design / Construction documents).
- (d) Resetting the home on the new or modified foundation.
- (e) Reconnection of all utilities.
- (f) Miscellaneous repairs to existing finishes normally associated with elevation of an existing structure.
- (g) Repair of site features, such as landscaping, paved areas, and lawn areas disturbed by the elevation of the existing structure.

C. New Construction:

- (a) In addition to the standard costs associated with the construction of the building provide other line items to provide a complete project cost including but not limited to:
- (b) demolition and site clearing of any existing structures within the proposed building area, including but not limited to demolition of footings, utilities, paved areas, and tree removal.
- (c) All site-specific prep work associated with construction of a new structure on the proposed site, including but not limited to disconnection and re-routing of existing utility connections.
- (d) All excavation, and grading associated with providing a final Certificate of Occupancy.
- (e) Soil stabilization and landscaping to Program standards.
- (f) New walkways to the public right of way.

(g) Driveway and curb-cuts per Program Standards or local codes and standards when applicable.

In addition to the project specific cost breakdowns the estimate should also include line items for permitting, insurance, and other customary contractor's overhead and profit associated with the project type(s) defined in the documents as procured under standard construction contract terms.

5.2.5 CONSTRUCTION ADMINISTRATION PHASE

The Construction Administration phase shall be limited to the review of builder submitted change/ work orders as requested by the Program. Contractors shall provide a price Quote per change order review as part of their proposal and shall bill based on this rate when change order review is required. DCA will provide a limit as to the number of change order reviews.

Construction change orders will be considered for work that could not be adequately identified during the design phase but that becomes apparent during the construction phase of the project. This may include, but is not limited to, unseen structural defects, rotted sill plates, damaged or deteriorated plumbing and other work that once discovered, must be addressed for safety reasons and to achieve a Certificate of Occupancy ("COO").

The Program may not fund all change orders, however, the Contractor will review all change orders submitted by the Builder and evaluate them to determine the reason for the change order, if it is needed and why, and determine if the proposed cost is appropriate. The Contractor will submit the results of their review to the Program. The Program will determine if the change order should be funded and by who. If the Program determines that additional scope should be added to the project during construction, the Contractor shall update the permit drawings for submission to the construction official as required per the additional services section of the contract.

An electronic PDF copy and five (5) signed and sealed copies of each report shall be provided to the DCA.

5.2.6 ADDITIONAL SERVICES

The following additional design services shall be priced by Contractors in their proposals but will only be included in the Contractor's final Scope of Work upon determination by the Program.

1. Record "As-Built" Drawings: The Contractor may be required to create as-built record drawings of the completed project upon construction completion. If this service is required, the contractor shall provide a marked up set of the permit drawings to the Contractor indicating changes made during construction, and the Contractor shall update the permit drawings and submit signed and sealed copies to the permit office as required by the construction official. The Contractor shall provide a unit price for the creation and submission of Record drawings and shall only provide and bill for this service as requested based on the contractually agreed upon additional service cost.

- 2. Design Changes During Construction: The Contractor shall provide a unit price for updating the permit drawings during construction in response to requests by the building code official for updated plans resulting from changes during the construction. If the construction official makes the request for updated plans as a condition of the continuation of construction, the Contractor shall provide signed and sealed revisions, clarifications, or updated drawings to satisfy the construction official's request. The Contractor can bill for these changes based on the contractually agreed unit pricing, unless the Program determines that the required changes resulted from errors or omissions in the permit drawings, in which case the Contractor shall make the required revisions, clarifications, or updates at no additional cost. Note that the revisions made to the drawings as required by the building code official during the permit application process are part of the basic services and shall not be considered as Additional Services under this section.
- 3. Professional services for Zoning / Planning Board Representation: In the event that the project requires variances in order to achieve project goals, the contractor shall provide professional services to prepare zoning application drawings, including but not limited to site plans building elevations, 3D representations, 200 foot radius maps, and other diagrams and presentations required to submit for a zoning and or planning board application and presentation at the required public meetings. The additional services shall include the completion of the application, including but not limited to responses to technical review, satisfaction of engineering comments, providing notifications and postings for the public meeting, and appearance as an expert witness before the board at all public and board related meetings, including technical review meetings. The scope of services for zoning / planning board representation shall be broken out so that portions of the services can be assigned to the contractor as appropriate per their discipline of practice and as required if portions of the service are not required on a per project basis as determined by DRM.

6.0 FXHIBITS

Exhibits. All Exhibits to this RFQ are herein incorporated into this Agreement. Except as otherwise specified in the exhibits, all capitalized terms have the meaning ascribed to them in this Agreement. This RFQ contains the following exhibits:

Exhibit A: Design Program Standards

Exhibit B: Homeowner Assistance Recovery Program (HARP)

Exhibit C: Small Rental Repair Program (SRRP)

Exhibit D: Mitigation Assistance Program (MAP)

Exhibit E: Hazard Mitigation Grant program (HMGP)

Program Design Standards

I. Preface

This document is intended to provide the minimum acceptable standards for single household dwelling units reconstructed with the assistance of New Jersey Department of Community Affairs (DCA), Division of Disaster Recovery and Mitigation (DRM). These standards shall apply to all reconstruction projects.

These standards are not intended supersede State, County, or Municipality building practices. If there is a conflict with an interpretation the Homeowner and their design team (Homeowner, Architect, and Engineer) is to err on the side of the more stringent regulation. Additionally, it is incumbent on the design team to ensure that when planning, engineering and constructing the dwelling in a manner compliant with State and Local building codes.

The IDA Design Standards are designed to include and expand on the United States Department of Housing and Urban Development (HUD), New Jersey Uniform Construction Code, and the International Code Council - National Green Building Standard (ICC-700).

Many of the requirements and standards in this document either meet or exceed the requirements of the HUD Housing Quality Standards and are determined necessary to provide "safe, decent, and sanitary" housing; "non-luxury, suitable amenities" housing and basic livability standards; and "good quality, reasonably priced" housing.

These standards are also designed to assist in achieving consistency throughout all the areas serviced by the Program for single-family housing rehabilitation activities funded with the Housing Disaster Recovery Fund

All DRM funded project work must comply with New Jersey Uniform Construction Code (UCC) and the State of New Jersey's currently adopted editions and supplements of the International Code Council's International Residential Codes (IRC) and the International Building Code (IBC), and the bellow codes Reference documents include:

- International Building Code (IBC)
- International Energy Conservation Code (IECC)* (NJ ed. Residential)
- International Fuel Gas Code (IFGC)
- International Mechanical Code (IMC)
- International Residential Code (IRC)
- International Code Council-National Green Building Standard- (ICC-700)
- National Electrical Code (NFPA 70)
- National Standard Plumbing Code

- New Jersey Barrier Free Code
- International Code Council Accessible and Usable Buildings and Facilities (ICC-A117.1)
- A. Throughout the DRM IDA Design Standards, the design team shall incorporate "sustainable design" principles to minimize negative environmental impacts and to promote the health and comfort of the occupants. The design team shall minimize the use of non-renewable resources and minimize the amount of construction debris and waste during the planning and reconstruction of the new home.
- B. It is the intent of these guidelines and this program to reconstruct dwellings so they are built with green building best practices.
- C. These reconstruction standards assume that a NJ DCA Construction Manager will thoroughly observe and document the existing conditions at each dwelling during an onsite Initial Site Inspection (ISI) visit to document and record the presence and condition of all components, systems, and equipment of the dwelling. Upon completion of the reconstruction, all applicable components, systems, and equipment of the dwelling shall be in good working order and condition and be capable of being used for the purpose in which they were intended and/or designed. Applicable components, systems and/or equipment that are not in good working order as identified in the Initial Site Inspection shall be repaired or replaced.
- D. Lastly, it is the intent of these design standards to create a minimum. Homeowners are welcome to exceed these minimums however this will be done the homeowner's expense. It is the intent of the program to provide a habitable, code compliant, and practical dwelling for the homeowner.

An example of exceeding the bellow minimums is best exemplified in flooring. The program standard is Luxury Vinyl Plank Flooring on the first level of the house.

The homeowner has three options:

- Install Luxury Vinyl Plank
- Install an Alternate flooring (Wood, Carpet, Tile) at the same price as the Luxury Vinyl Plank
- Install an Alternate flooring (Wood, Carpet, Tile) at a higher price as the Luxury
 Vinyl Plank and pay out of pocket for the difference

Smoke and Carbon Monoxide (CO) Detectors - ALL dwellings shall have smoke and CO detectors installed and located per code and HUD's Housing Quality Standards (HQS) – in the event of a conflict, the most stringent code will prevail.

Note: If gas appliances are present, carbon monoxide detectors must be installed and located per code

II. General Standards

- A. **General Specifications** in this **Reconstruction Standards Manual** shall only be for Reconstruction as specified in the Scope of Work, notes to General Contractors, and construction drawings.
- B. **New Materials Required** All materials used in connection with the approved work write-up are to be new, of first quality and without defects unless stated otherwise or pre-approved by Owner and Rehabilitation Construction Manager.
- C. **Energy Star Products** All new product installations shall be Energy Star® Certified Products where applicable, unless otherwise specified in the approved Scope of Work. (Practically, this means windows, appliances and MEP products).
- D. **Manufacturer's Specs Prevail** All materials, equipment, and appliances shall be installed in accordance with the manufacturer's specifications for working conditions, surface preparation, methods, protection, and testing.

III. Minimum Standards for Reconstruction and Elevation Projects

- A. Codes and Standards -- New dwellings shall be built to the previously noted codes and standards. This document shall not take the place of State or Local Building Codes.
- B. General Conditions -- Are Assigned Responsibilities of the General Contractor:
 - (a) **Obtain/Close Out All Permits** -- The project will not be considered complete until Final Certificate of Occupancy is issued by the Local Code Official.
 - (b) **Obtain/Provide -** New Jersey State New Home Warranty.
 - (c) **Comply -** Required New Jersey One Call -- 811 or 800-272-1000; Know What's Below. Call Before You Dig'.
 - (d) **Provide/Coordinate** Install all appliances and mechanicals.
 - (e) **Maintain** Permit Code Compliant, Clean, Safe, And Secure Construction Site Area.
 - (f) Communicate/Obtain Required NJ DCA approval for Cost Adjustments and +/Change Orders. General Contractor (GC) is to communicate to both the
 Homeowner (HO) and NJ DCA Construction Manager (CM) in writing Produce
 estimate and await NJ DCA CM approval before any cost adjustment/change
 order work begins.

IV. Minimum Housing Requirements

A. Minimum Room Ceiling Height -- Eight feet (8') Above Finished Floor (AFF) is acceptable in bathrooms, toilet rooms, habitable basement space, and hallways.

- B. Minimum Room Width -- All habitable rooms, except kitchens and/or kitchenettes, shall have a minimum width of seven feet (7') in any horizontal dimension.
- C. Non-Habitable Space Below Design Flood Elevation (DFE) -- No cellar space, crawl space, or basement space shall be converted into habitable space entrance to these spaces shall be 30" by 30" opening with door.
- D. Non-Habitable Attic Access There shall be a pull-down ladder unit located as per Scope of Work and such pull-down ladder shall be rated for 300-pound capacity. The minimum scuttle access size shall be 30" by 30" and comply with State and Local requirements.

E. Kitchens

(a) General Conditions

• Every dwelling shall have a Kitchen room or Kitchenette Area equipped with the following Standard basic elements and appliance.

(b) Kitchen Sink

- The dwelling shall have a Kitchen Sink connected to both hot and cold potable water supply lines under pressure and to the sanitary sewer waste line
- The Faucet shall have a flow of 1.8 gallon per minute (GPM) flow restricting aerator installed.
- Kitchen Sink Minimum shall be a stainless steel 7" ~ 9"D double basin 33"W
 x 22"L drop-in unit installed in kitchen to include strainers/drain plugs.

(c) Oven and Stove/Range

The dwelling shall contain a gas or electric Oven and Stove/Range, all
appliances shall be Energy Star® Certified Products. Electric outlet to be
connected to the source of fuel or power, in good working order and
capable of supplying the service for which it is intended; Appliance to be on
a dedicated circuit.

(d) Refrigerator

 The dwelling shall have a new Energy Star Certified Refrigerator, connected to the power supply, in good working order and capable of supplying the service for which it is intended. Appliance to be on a dedicated circuit.

(e) Cabinet Storage and Countertop Space Areas

• Every Kitchen or Kitchenette Area shall have a minimum Cabinet Storage Area of thirty (30) square feet (SF)

- Kitchen Cabinets Shall have Plywood boxes
- Architectural Woodwork Institute Grade: Custom Grade Level
- Every Kitchen shall have a minimum Counter Space Area of sixteen square feet (16 SF) and with nominal four-inch (4") Backsplash when against a wall surface.

F. Toilet/Water Closet, Lavatory, and Bathroom

- (a) General Conditions
 - Every dwelling shall contain, per code, and be equipped with the following basic facilities and fixtures, including Toilet, Vanity with Sink and Faucet, and Bathtub/Shower.
 - Alternate to this section is the Accessibility Section

(b) Toilet

- Minimum Requirement
- Shut Off Valve
- Flow rate of 1.28GPF

(c) Vanity

- Faucet
- Faucet shall be connected to both a hot and cold potable water supply, under pressure.
- Faucet shall be cartridge type, chrome plated, single lever handle, brass unit.
- Faucet shall have ¼ turn ball-type cut off stops and either copper tubing or braided steel water-flex supply lines.
- All faucets must be equal to or less than 1.5GPM water flow.

(d) Sink

- Flexible traps and tailpieces will not be approved for use.
- Sink Standard shall be W22" x D21¼" white, China, drop-in unit and connected to the sanitary sewer.

(e) Vanity

- Bathroom Vanity Shall have Plywood boxes.
- Architectural Woodwork Institute: Custom Grade Level
- Min Specs: 36"W X 24"D

(f) Bathtub/Shower

• Minimum Requirement -- 1 Bathtub/Shower with Soap Holder per dwelling

- Bathtub and/or Shower Unit(s) is not required to be located in the same room as the Flush Toilet/Water Closet and Lavatory.
- Bathtub and/or Shower Unit(s) shall be connected to both Hot and Cold Potable Water Supply, under pressure; and to the Sanitary Sewer.
- All Showerheads must be equal to or less than 2.0GPM water flow. Showerheads shall comply with ASME A112.18.1/CSA B125.1 and shall meet the performance criteria of the EPA Water Sense Specification for showerheads. Showerheads shall be served by an automatic compensating valve that complies with ASSE 1016/ASME A112.1016/CSA B125.16 or ASME A112.18.1/CSA B125.1 and is specifically designed to provide thermal shock and scald protection at the flow rate of the Showerhead.
- Shut Off Valves shall be installed on the Water Supply Lines.
- Any Bathtub or Shower Unit shall be a Minimum of W60" x D32" x H72"

(g) Bathroom Accessories Minimum

- Minimum -- 1 Toilet Paper Holder/Toilet
- Minimum -- 1 Towel Bars 1'-6" Length.
- Minimum 1 Wall Mounted Mirror Above Vanity. Mirror to be sized to full length of Lavatory Countertop and a minimum of 6'-6" to top of mirror AFF. Light Bar to be installed above mirror if space allows and be sized to accommodate as close to the full length of the mirror as possible, without overlapping the mirror length.
- Minimum 1 Medicine Cabinet

V. Interior Finishes Standards

- A. Interior Ceiling and Wall Surface Finishes.
 - (a) All interior walls, floors, ceilings, doors, windows, and trim are to be free from chips, cracks, and made to final level Finishes.
 - (b) Paintable Surfaces are to receive Prep/Prime and Two Coats, as Standard Finish (ie, Substrates shall be painted).
 - (c) Every Bathroom, Kitchen, and Utility Room shall be impervious to water and easily kept clean and sanitary by the Owner; Wood paneling shall not be used as an interior finish.
 - (d) A minimum Level 4 Surface Finish is to be applied throughout the dwelling. Practically, this means two coats of joint compound applied uniformly to the substrates and ceiling. Joints, connections, imperfections, and fastener heads shall receive three coats of joint compound; substrates shall be sanded, primed, and paint ready.
 - (e) Drywall Gypsum board shall be tapered joint gypsum board with a minimum thickness of .5" (1/2") on walls and ceilings except where required by fire code.
 - (f) Wet Areas such as: Kitchens, Mech Rooms, Utility Closets, Etc. shall have:

- Moisture Resistant .5" (½") Green Board (ANSI/ASTM C630) installed on all walls and ceilings.
- (g) All Wet Walls shall receive cement board or water-resistant drywall.
- (h) Party walls will be constructed to State and Local building code.
 - Minimum of .625" (5/8") type X gypsum board is required.
- B. Interior Paint and Coatings
 - (a) A finished coat must cover all interior paintable substrates.
 - (b) Flat Matte or Eggshell Finishes will be applied to the following areas:
 - Bedrooms
 - Hallways
 - Dining Rooms
 - Living spaces (Den, Living room, Family room Etc.)
 - (c) Semi-Gloss Finishes shall be applied to the following areas:
 - Bathroom
 - Kitchen
 - Laundry/Utility Room
 - Mechanical Rooms
 - (d) Flat Matte or Semi-Gloss Finishes will be applied to ceiling areas as noted
 - (e) All paints must comply with one of the following:
 - Low VOC as determined by EPA Method 24 (VOC content is below the detection limit for the method).
 - Green Seal GS-11.
 - CARB Suggested Control Measure for Architectural Coatings (See Table 901.9.1).
- C. Interior Caulk, Sealant, and Coating.
 - (a) All Caulks, Sealants and Misc. Coatings shall be Approved for residential construction.
 - (b) Additional information can be found in ICC-700.901.10(3).

VI. Flooring Standard

A. General Conditions: An Air Barrier shall be installed at any exposed edge of insulation. Floor Cavity insulation shall be installed to maintain permanent contact with the underside of the subfloor decking, or floor framing cavity insulation shall be permitted to be in contact with the top side of the sheathing, or continuous insulation installed on the underside of floor framing and extends from the bottom to the top of all perimeter floor faming members.

B. Flooring Minimum Standards

- (a) Flooring Shall Comply with either/or Carpet and Rug Institutes Green Label or Green Label plus for Carpet, Pad, and Carpet adhesives.
- (b) Entry Luxury Vinyl Plank (min 0.0120" thick).
- (c) Living Luxury Vinyl Plank (min 0.0120" thick).
- (d) Dining Luxury Vinyl Plank (min 0.0120" thick).
- (e) Kitchen Luxury Vinyl Plank (min 0.0120" thick).
- (f) Bedrooms Carpet (28oz/square yard [SY] nylon carpet + 6oz/Cubic Feet [CuFt] Pad).
- (g) Closets Luxury Vinyl Plank (min 0.0120" thick) and/or
- (h) Carpet (Bedrooms) (28oz/SY nylon carpet + 6oz/CuFt Pad)
- (i) Bathrooms Luxury Vinyl Plank min 0.0120" thick).
- (j) Utility Luxury Vinyl Plank (min 0.0120" thick).
- (k) 1st Floor Hallways Luxury Vinyl Plank (min 0.0120" thick).
- (I) Stairs Carpet (28 oz/SY nylon carpet + 6oz/CuFt Pad).
- (m) 2nd Floor Hall Carpet (28oz/SY nylon carpet + 6oz/CuFt Pad).
- (n) Transition strips shall be used at each area where carpet adjoins vinyl or tile or wood flooring, to provide a smooth, attractive bridge. Colors should be coordinated to the flooring surfaces.

VII. Thermal Envelope and Insulation

A. General Conditions

(a) The building Thermal Envelope is durably sealed to limit infiltration. The sealing methods between dissimilar materials allow for differentiate expansion and contraction. The following are caulked, gasketed, weather-stripped or otherwise sealed with an air barrier material, sustainable film, or solid material.

B. Standard Elements Include:

- (a) All Penetrations shall be properly Sealed, this includes:
 - All Joints, Seams, and Penetrations.
 - Openings Between Window and Door Assemblies and their respective Jambs and Framing.
 - Utility Pitch Pocket Penetrations.
 - Dropped Ceilings or Chases Adjacent to the Thermal Envelope.
 - Knee Walls and Half Walls.
 - Walls and Ceilings Separating a Garage from Conditioned Spaces.
 - Behind Bathtubs and Showers on Exterior Walls.
 - Common Walls Between Dwelling Unit.
 - Attic Access Openings.
 - Rim Joist Junction.
 - Other Sources of Infiltration.

C. Insulation

- (a) General Conditions
 - HERS Grade I Installation Insulation; HERS Grade II or Grade III Installation Insulation methods are not allowed.
 - Practically this means: The insulation completely fills the cavity in the case of air-permeable insulation and is encapsulated on six sides (with an exception for IECC climate zones 1-3). It's cut around electrical junction boxes, split around wires and pipes, and generally compressed only 2% of the area and 30% of the depth.

(b) Minimum R-Values

Ceiling R-Value: R60

• Basement Wall R-Value: R15/19

• Crawl Space R-Value: R15/19

Mass (Masonry) Wall R-Value: R13/17

Wood Frame Wall R-Value: R20 or R13+5

Floor R-Value: R30

(c) Thermal Envelope Tightness

- The thermal envelope will be evaluated through a Blower Door Test after construction is complete.
- The general contractor is responsible for ensuring the dwelling passes the blower door test.

VIII. Exterior Siding and Trim Standard

- A. Siding
 - (a) General Conditions
 - Siding and trim will be intact and weatherproof. All exterior wood components will have a minimum of one continuous coat of paint, and no exterior painted surface will have any deteriorated paint.
 - Before installing siding materials, the home shall be wrapped in a nonwoven, breathable, durable polyethylene material which would also reduce water penetration.
 - (b) Types of Siding and Facial Coverings:
 - Vinyl Polymer Siding
 - Wood Siding
 - Stucco
 - Metal Siding
 - Fiber cement Siding
 - Masonry Façade

- (c) Minimum Standard Siding:
 - Vinyl Siding .048" thick or greater or similar

IX. Roofing And Flashing Standard

- A. General Conditions:
 - (a) Vinyl Siding .048" thick or greater or similar.
- B. Standard Roofing Material:
 - (a) UL Class A Asphalt Shingle with a industry standard 30 year warranty:
 - ASTM D 3018 Standard Specification for Class A Asphalt Shingles Surfaced with Mineral Granules
 - ASTM D 3161 Standard Test Method for Wind-Resistance of Asphalt Shingles (Fan-Induced Method)
- C. Roofing Assembly Gutters and Downspouts
 - (a) Gutter System must Move All Stormwater Away from the Dwelling and Prevent Water from Entering the Structure
 - (b) Gutter, downspout and roof drain systems shall drain water 5' from the foundation of the dwelling.
 - (c) Roofing Ice Water Shields— Standard Elements Include:
 - Ice and Water Shield in areas where there has been a history of ice forming along the eaves causing a backup of water
 - (d) Flashing Standard Elements Include:
 - Flashing shall be provided to minimize water entry into wall and roof assemblies and to direct water to exterior surfaces or exterior waterresistive barriers for drainage.

X. Openings (Doors and Windows) Standard.

- A. Elements Handles, Latch, Thumb Turn/Deadbolt, Strike Plate, Hinges, Wall-Mounted Doorstop, etc., Typ
- B. Exterior Doors (Excluding Sliding Glass Doors).
 - (a) General Conditions All New Exterior Doors Standard Elements Include:
 - (b) Shall have a U-Value of at least .30 and be Energy Star Rated
 - (c) Exterior Door Weatherstripping to be Airtight and Able to Pass a Blower Door Test.
 - (d) Shall have 1.75" (1 ¾") Solid Core, Metal Clad or Fiberglass units; Doors should be Fire-Rated where required.
 - (e) Minimum Standards:
 - Exterior Door Standard Size shall (3') Min Width and (6'-8") Max Height,
 Unless Otherwise specified.

- Door Peep Hole, Typ. (See ADA where applicable)
- Lockset and Deadbolt; Keyed to Match, Typ.
- Weatherstripping and Adjustable Threshold, Typ.
- (f) Every Exterior Door and Brickmould/Frame shall be installed to prevent wind and water intrusion.
- (g) Key Schedule.
 - All Exterior locksets and deadbolts shall be keyed the same.
 - Every Exterior Door shall have a dead bolt which is rated "A" by Builders Hardware Manufactures Association across all categories.
 - Locksets shall be rated "A" by Builders Hardware Manufactures Association across all categories.

C. Home Numbering

- (a) The dwelling shall have 4" numbers displayed clearly near the front door.
- D. Optional Exterior Sliding Glass Door
 - (a) U-Value
 - Below .30
 - (b) Shall be Energy Star Certified for the Northern Region
 - (c) Manufacturer Provided Lockset with provided security doorstop.

E. Interior Doors

- (a) General Conditions All New Interior Doors Standard Elements Include:
- (b) Standard Composition 1.375" (1 3/8") Min Thickness Hollow Core
- (c) Bottom of Door can Be Cut/Modified to Allow Proper Ventilation and/or Operation.
- (d) Bi-Folding or Louvered Bi-Folding Doors Shall Not Be Permitted.
- (e) Sample Locksets Per Designated Room Use:
 - Interior Privacy Lockset Bedroom/Bathroom, Typ.
 Interior Passage Lockset Closet/Pantry/Utility/Basement, Typ

F. Exterior Windows

- (a) General Conditions -- All New Exterior Windows Standard Elements Include:
 - Shall Energy Star Certified for the Northern Region
 - Window Installation should be plumb, properly insulated, and installed per State and Local building code.
 - U-Value:
 - Windows shall have a U-value of at least .30
 - Minimum Standard New Construction Window:
 - Double Hung
 - o 30" x 50" in habitable space

- G. Accessibility Standard
 - (a) General Conditions When accessibility standards are required adhere the NJ State Accessibility Standard including ICC/ANSI A117.1.
 - (b) Ensure the following items are coordinated:
 - Appropriate entry and exit.
 - Doors, Pulls and Faucet Handles.
 - All MEP Emergency Disconnects should be accessible (i.e. electrical panels, natural gas shut offs, thermostats etc.).
 - Additional Blocking and Footings for accessibility needs.
 - Proper floor clearance for fixtures.

XI. HVAC and Mechanicals

- A. Mechanicals and Mechanical Closets
 - (a) General Conditions -- Heating, Ventilation, and Air Conditioning (HVAC); Standard Elements Include:
 - Work is to comply with International Mechanical Code.
 - The Main Mechanical closet shall be located above the Design Flood Elevation (DFE).
 - HVAC Equipment shall have a MERV-8 Filter where a filter is able to be installed.
 - Mechanicals shall be new and with Warranty/Warranties.
 - Whole Dwelling HVAC shall comply with ASHRAE Standard 62.2-2022.
- B. HVAC System A New Dwelling shall have a working central HVAC System and supporting ductwork; Standard Elements Include:
 - (a) Central HVAC shall be defined as appropriately sized HVAC system which provides conditioned air to the occupied spaces as per State and Local Code.
 - (b) HVAC System to include at a minimum -- 1 wall mounted zoned "Smart" Thermostat.
- C. Air Conditioning Unit MEP/HVAC Engineer shall properly size Unit; Standard Elements Include:
 - (a) Rating SEER 14 or greater.
 - (b) Energy Star Certified
 - (c) On Dedicated Circuit.
 - (d) 15-20 Yr. Life Expectancy.
- D. Furnace Unit MEP/HVAC Engineer shall properly size Unit; Standard Elements Include:
 - (a) Annual Fuel Utilization Efficiency Rating of 95%.
 - (b) Energy Star Certified.

- (c) On Dedicated Circuit.
- (d) Vented per State and Local Code.
- (e) 15-20 Yr. Life Expectancy.
- E. HVAC Package Unit MEP Engineer shall properly size Unit; Standard Elements Include:
 - (a) Rating SEER 14 or greater.
 - (b) Energy Star® Certified.
 - (c) On Dedicated Circuit.
 - (d) 10-15 Yr. Unit Life Expectancy.
- F. HVAC Air Source Heat Pumps MEP Engineer shall properly size Unit; Standard Elements Include:
 - (a) 8.5HSPF or greater.
 - (b) Energy Star Certified
 - (c) On Dedicated Circuit.
 - (d) 10-15 Yr. Life Expectancy
- G. Boiler MEP Engineer shall properly size Unit; Standard Elements Include:
 - (a) Annual Fuel Utilization Efficiency Rating of 85%
 - (b) Energy Star Certified
 - (c) On Dedicated Circuit.
 - (d) 15-20 Yr. Life Expectancy

XII. HVAC Ventilation and Duct Work Requirements.

- A. General Conditions In general, sufficient ventilation shall be present to ensure adequate air circulation in the dwelling.
- B. Ductwork Standard Elements Include:
 - (a) All ductworks will be heavy gauge galvanized metal, airtight with mastic-sealed seams (no duct tape).
 - (b) Ductwork shall be insulated with a minimum of R4 insulation or per State and Local Code.
- C. Ventilation
 - (a) Bathrooms, including Toilet/Water Closet rooms, shall be vented to the outdoors. The minimum tested ventilation rate is 50CFM (23.6 L/s) for intermittent operation or 20CFM (9.4 L/s) for continuous operation in bathrooms. Exhaust fans are Energy Star Certified.
 - (b) Kitchen exhaust units and/or range hoods are to be ducted to the outdoors and have a minimum ventilation rate of 100CFM (47.2 L/s) for intermittent operation or 25CFM (11.8 L/s) for continuous operation. If Kitchen exhaust units meets or exceeds 400CFM make up air shall be provided. And comply with State and Local requirements.

- (c) Dryer shall direct vent to the outside through a penetration to an exterior wall with a louver or flapper.
- (d) Direct Vent to Outside Areas/Elements include:
 - Bathroom and Toilet/Water Closet Rooms.
 - Dryer Appliance Laundry Rooms.
 - Range/Stove Appliance Kitchen Areas.
 - HVAC Systems Units Utility Rooms.

D. HVAC and Duct Work Protection

- (a) During Construction One of the following HVAC system protection measures shall be performed.
 - HVAC Supply Registers, Return Grilles, and Rough-ins are covered during construction activities.
 - HVAC Supply Registers, Return Grilles, and Duct Terminations are inspected and vacuumed. In addition, the coils are inspected and cleaned, and the filter is replaced, if necessary.

E. Radon Systems

(a) Radon systems shall be installed on an as needed basis as determined by the Design Team erring on the side of caution. The systems are to be professionally installed in accordance with State and Local building codes.

XIII. Plumbing Systems and Pipe-fitting Requirements.

- A. All plumbing shall meet National Standard Plumbing Code (NSPC), State, and Local Code, whichever is more stringent.
- B. Plumbing work shall be conducted by a licensed plumber.
- C. Potable Water Potable Water Standard Elements Include:
 - (a) Every dwelling shall be connected to an approved (by the jurisdiction having authority) potable water source.
 - (b) Any unused well shall be decommissioned per State and Local building codes.
 - (c) Potable Water Supply Lines shall be either:
 - Cross-linked polyethylene (PEX) piping, installed with a highperformance manifold system. After installation, water lines shall be
 pressure tested with 1.5 times service pressure for 30 minutes, or as
 required by the local municipality or IRC. After pressure test has been
 made and any leaks repaired, flush entire domestic water distribution
 system with water until entrained dirt & mud have been removed.
 - Type K Soft Copper Below Grade and Type L Rigid Copper Above Grade, using wrought copper fittings. After installation, water lines shall be pressure tested or water pressure tested with available water pressure prior to coverage, or as required by the local municipality or IRC. After pressure test has been made and any leaks repaired, flush entire

- domestic water distribution system with water until entrained dirt & mud have been removed.
- Note: Chlorinated Polyvinyl Chloride (CPVC) shall not be used for potable water.

D. Wastewater - Wastewater Standard Elements Include:

- (a) Every dwelling shall be connected to an approved (by the jurisdiction having authority) sanitary sewer system or properly operating septic system or will be provided with an approved connection under the program.
- (b) Drain, waste, and vent (DWV) lines shall be Schedule 40 Poly-vinyl-chloride (PVC) pipe and fittings. All piping passing through the roof shall be properly flashed. House shall have two-way, line size cleanout located at exterior of house per Code. DWV lines shall be tested in accordance with the currently adopted IRC.

E. Fixtures - Standard Elements Include:

- (a) Toilet Flush Volume 1.28Gallons (Gal) or less.
- (b) Kitchen Sink Flow Rate Maximum of 1.8 Gallons Per Minute (GPM),
- (c) Lavatory Faucet Flow Rate Maximum of 1.5 GPM
- (d) If Flush Valve Required AE design team will create the specs.
- (e) Exterior Hose Bib— shall be installed per State and Local code and with a gate valve
- (f) Washer Hose Bib shall be installed per State and Local code and with a ball valve
- (g) Sump Pump and Ejector Pump AE design team will create specs and will be installed per State and Local code

XIV. Hot Water Supply and Water Heater Unit (HWH) - Standard Elements Include:

- A. Every dwelling shall have supplied water-heating equipment (water heater and hot water supply lines) that is free of leaks, connected to the source of fuel or power, and is capable of heating water to be drawn for general usage.
- B. Standards for Hot Water Heater (HWH) MEP Engineer shall size the HWH to the home [dwelling]; Unit elements are to include:
 - (a) Minimum Size 40 Gallons.
 - (b) Gas HWH shall have a Uniform Energy Factor (UEF) rating of .78 or higher and meet Energy Star® requirements at the time of installation.
 - (c) Gas (fired) Tank-less HWH water heaters shall have a UEF rating of .93 or higher and meet Energy Star® requirements at the time of installation.

- (d) Electric HWH (includes tankless HWH) shall be Energy Star® Certified and have an UEF rating of 0.92 or higher and meet Energy Star® requirements at the time of installation.
- (e) Hot water heater shall be vented per State and Local building Codes.
- (f) HWH shall be installed with:
 - Pan
 - Drain to the exterior

XV. Electrical Systems

- A. General Conditions -- Standard Elements Include:
 - (a) All Electrical Work shall meet NFPA 70 National Electrical Code (NEC) State, and Local Code, whichever is more Stringent
 - (b) All Electrical Work shall be conducted by a Licensed Electrician
- B. Electrical Service
 - (a) The MEP engineer shall size the electrical service to the dwelling.
 - (b) The minimum electrical service shall be 200 Amperes (Amps).
 - (c) The breaker controlled electrical panel shall be sized for the required load.
- C. Outlets -- Standard Elements Include:
 - (a) Every Habitable room within such dwelling shall contain Receptacles Required by Code but Not Less Than the Following:
 - [5] Combined EC Outlets with USB Charger Liv/Kit/Bed/Misc., Min.
 - All outlets withing a 6ft radius of wet areas shall have GFCI outlets.
 - All outlets on the exterior of the home shall be GFCI outlets and weatherproof.
- D. Electrical Fixtures, Connections, and Appliances Standard Elements Include:
 - (a) Energy Star Certified.
 - (b) All Lighting (fixtures and bulbs) Shall Be High Efficiency LED Lighting.
 - (c) Lighting Fixture Standards Include:
 - 90% of Total Hard Wired Lighting Fixtures or Shall Qualify as High Efficiency or Equivalent.
 - Attics, Basements, and Crawl Spaces shall Have switched, pilot light indicator, Utility lighting Fixtures.
 - [1] Overhead or Other Switch Operated Light Shall Be Installed Per Each Interior Room, Min.
 - [1] Exterior Light Shall Be Installed At Each Exterior Door Operated by an Interior Switch Within Reach of the Door, As per Code, Typ.
 - All Light Fixtures in Dwelling To Be Installed Before Final Grant Closeout.
 - (d) Appliances
 - Any Dishwasher, Refrigerator, Cooktop/Range/Stove/Oven, Garbage
 Disposal, Clothes Washer/Dryer/Combo, Mechanical Units shall all have

their own Separate Circuits in Accordance with NFPA 70 NEC, per State and Local Code.

- E. Security System -- Standard Elements Include:
 - (a) Where Installation is Specified, Security System shall be Wireless.

XVI. Misc. Appliances and Equipment Units.

- A. Dishwasher Standard Elements Include:
 - (a) Energy Star® Certified, plumbed-in and installed in a GFCI outlet on a Dedicated Circuit.
- B. Refrigerator Standard Elements Include:
 - (a) Energy Star® Certified, plumbed-in and installed in a GFCI outlet on a Dedicated Circuit.
- C. Misc. Life Safety/Fire Protection.
 - (a) Smoke and Carbon Monoxide Detectors -- Standard Elements Include:
 - Smoke Detectors
 - All smoke detectors shall be hard-wired with battery back-up and interconnected with all other alarms.
 - All smoke detectors shall be installed per manufacturer's installation instructions.
 - Combination smoke/carbon monoxide detection units are preferred.
 - Carbon Monoxide Detectors
 - Shall be installed in accordance with State and Local regulations.

XVII. Environmental and Site work

- A. General Conditions:
 - (a) Prior to beginning work all lead-based paint shall be professionally abated by the general contractor or subcontractor.
 - (b) The contractor needs to take reasonable steps to protect the natural resources during construction.
 - (c) If there is work being conducted in floodplain, then the home needs to be elevated above the floodplain.
 - (d) The final grade shall be a minimum of 2% pitch away from the home.

XVIII. Homeowner Manual and Training

- A. Homeowner Manual Shall be provided; and include all items below:
 - (a) National Green Building Standard Certificate with Web Link and Completion Document.

- (b) List of Green Building Features (can include National Green Building Standard checklist).
- (c) Product Manufacturer's Manuals or Product Data Sheet for installed major Equipment, Fixtures, and Appliances. If Product Data Sheet is in the Building Owner's Manual, Manufacturer's Manual may be attached to the appliance in lieu of inclusion in the Building Owner's Manual.
- (d) Maintenance Checklist.
- (e) Information on the Importance and Operation of the Home's Fresh air Ventilation System.
- (f) Provide Information on Regionally Appropriate Vegetation/Plantings from the Local Authority.
- (g) Narrative Detailing the Importance of Maintenance and Operation of the Green Building features from the National Green Building Standard Checklist retaining the attributes of a green-built home.
- (h) Where Stormwater Management measures are installed on the lot -- Information on the Location, Purpose, and Upkeep of these Measures.
- (i) New Home Warranty from NJ DCA as applicable for new construction.
- B. Homeowner Training Shall be provided; and include all items below:
 - (a) Initial Homeowners shall be Familiarized with the Role of Occupants in Achieving Green Goals. Training is provided to the responsible party(ies) regarding equipment operation and maintenance, control systems, and occupant role, etc.; Training includes:
 - HVAC Filters.
 - Water Heater Settings.
 - Whole-house Ventilation Systems.
 - Operation of Household Equipment.

XIX. Project Close-Out.

- A. General Contractor To Provide Certificate of Occupancy (CO), Close-Out, Punch List, Warranty/Manuals, Final Billing Reconcilement, and Clean-Out Documentation Items; GC Owes the Homeowner the following Items:
 - (a) Final Professional Cleaning GC Cannot Clean the Dwelling themselves.
 - (b) Final Certificate of Occupancy (FCO) GC Procures FCO from Local Municipality Building Permit Inspection Office shared with Homeowner (HO).
 - (c) Final Walk Through GC shall conduct a Final Walk through the completed Dwelling with HO; and, conducting homeowner training, as needed.
 - Exchange Manuals/Warranties, Codes, Keys, Etc...
 - Produce/Complete Scheduled Punch List.
 - Review and Exchange Final Billing Reconcilement Draft.
 - Provide FCO with all Final Documentation.

EXHIBITS B

Homeowner Assistance Recovery Program (HARP)
For more information regarding HARP, please visit the link below: https://nj.gov/dca/ddrm/programs/ida/housing HARP.shtml

EXHIBITS C

Small Rental Repair Program (SRRP)
For more information regarding SRRP, please visit the link below: https://www.nj.gov/dca/ddrm/programs/ida/housing_rental.shtml

EXHIBITS D

Mitigation Assistance Program (MAP)
For more information regarding MAP, please visit the link below: https://nj.gov/dca/ddrm/programs/mitigation.shtml

EXHIBITS E

Hazard Mitigation Grant Program (HMGP)
For more information regarding HMGP, please visit the link below: https://nj.gov/njoem/mitigation/hazard-mitigation-grant-program.shtml