Board of County Commissioners of the County of Burlington



609.265.5012

609.265.5438

Phone:

Fax:

Office of the Division of Purchasing First Floor, Room 104 49 Rancocas Road Mount Holly, New Jersey 08060

DATE OF ADDENDUM: April 4, 2025

TO ALL PROSPECTIVE BIDDERS:

Additions & Alterations, Department of Public Works, 10 Hartford Road, Delran, NJ (CPU-25-0009)

Addendum No. 1

The purpose of this addendum is to provide answers to questions received by the deadline for questions; provide pertinent information regarding changes to the issued specifications and project drawings; and extend the deadline for receipt of bids for the solicitation of bids titled "Additions & Alterations, Department of Public Works, 10 Hartford Road, Delran, NJ" (CPU-25-0009). All Bidders shall acknowledge receipt of this addendum under the "Attributes" tab within the solicitation at https://burlcobids.ionwave.net. An attribute regarding addendum acknowledgement was added and is required prior to bid submission.

Bidders shall review all documentation included in this Addendum No.1. All documents and information contained in this addendum is hereby added to the specifications for the solicitation of bids referenced above.

The deadline for the receipt of bids is hereby changed to April 17, 2025, at 10:30 a.m. (local time).

THE BID OPENING CAN BE VIEWED BY JOINING THE WEBEX LINK BELOW TEN (10) MINUTES BEFORE THE SCHEDULED OPENING:

Link: https://burlingtoncounty.webex.com/burlingtoncounty/j.php?MTID=m6e25da3d4c050b0c211a292bbffb7be8

Date/Time: April 17, 2025 at 10:30 A.M. Eastern Time (US & Canada)

Meeting number: 2333 457 7406

Password: KCx2NnQCE74

Join by video system

Dial 23334577406@burlingtoncounty.webex.com You can also dial 173.243.2.68 and enter your meeting number.

Join by phone

+1-408-418-9388 United States Toll Access code: 233 345 77406



Project Addendum No.: 1

Burlington County Department of Public Works Addition 10 Hartford Road, Delran Township, NJ, 08075

Project No.: 2241869 Date: April 2, 2025

This Addendum is issued for the purpose of amending certain requirements of the Bidding Documents and is hereby made an integral part of the Contract Documents for this project. Statements made herein shall amend, supersede, and take precedence over any conflicting and contrary information contained in previously issued documents including previously issued addenda, if any. Bidders shall acknowledge receipt of this addendum in the space provided on the Bid Form. Failure to do so may subject the Bidder to disqualification.

BID DATE AND TIME DUE:

The Bid Date and Time is Due as Follows;

Did Due Date and Time to be Provided by Owner

CONTRACTOR QUESTIONS AND RESPONSES:

Clarification Questions and Responses:

- Is a builders risk insurance policy required for this bid?
 Response: Builders Risk Insurance Policy IS required for this bid.
- Reference "S" drawings: are the metal trusses supplied & installed by others?
 Response: Metal trusses are a delegated design by GC and installed under this Contract.
 Signed and sealed calculations from a NJ Professional Engineer shall be submitted for review and approval by EOR.
- On drawing E 3.1: are the wall switches just standard (the control the ceiling sensors)
 Response: The toggle wall switches shall be provided as detailed. Occupancy sensors are ceiling mounted for all spaces.
- 4. The drawing index on A-001 says there is a A-701 drawing pertaining to the finish plan and furniture plan. However, there is no A-701 drawing in the documents provided under this RFP. Please provide drawing A-701. Thank you.
 - Response: Drawing A-701 Provided in Addendum No. 1 Drawing Set (Page 14.)
- 5. Please provide fire alarm vendor name, email, contact for work to be provided on drawing E 4.1 Response: Existing Fire Alarm Panel and devices are by Honeywell. The Honeywell Fire alarm panel is the Farenhyt Series model IFP-75. The Fire Alarm supplier is Fire & Security Technologies, 217 Halls Mill Road, Lebanon NJ 08833 (908) 823-4367.
- B. Refer to Section 080671, Door Hardware Sets, for hardware sets. There is no section 080671.
 The hardware set are listed on the drawings, but not in the spec.
 Response: Section 080671 Door Hardware Sets, Pages 5 thru 6 Specification was provided in the original Bid Submission
- 7. Can you confirm that on the bid forms for this project, do we add the allowances to the base bid for a lump sum pricing? Typically they are added to the lump sum to the bid but on the forms they show separately and there is no a line for a total. We just want to confirm we are filling the numbers out correctly.

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Response: Instructions on pricing allocations are shown in Section 00410 BID FORM

8. The plan set seems to be missing the finish plan A-701. Could we get a copy of that page?

Response: Drawing A-701 Provided in Addendum No. 1 Drawing Set (Page 14.)

9. Who can we reach out to schedule a site visit?

Response : Steven G. Stypinski, MBA
Director of Construction Services

Burlington County
Department of Public Works
Division of Construction Services

PO Box 6000 49 Rancocas Road Mount Holly, NJ 08060 P: 609-265-5429 F: 856-642-3710

Physical Address: 1900 Briggs Road Mount Holly, NJ 08054

10. Spec 105113 calls for Metal Lockers. A-401 Toilet Accessory Schedule Item "N" calls for manufacturer to be Scranton Products. Scranton Products does not make metal lockers - are lockers to be metal or HDPE? A-401 Toilet Accessory Schedule Item "N" calls for lockers to be 12" x 12" x 36", double tier. Base by manufacturer. A-401 Elevation C5 plan notes say lockers to be 15" x 15". A-401 dimension shows lockers as 18"d with wood base, and 60"h. What is the desired width, depth and height of the lockers? Are any benches required? What is the total quantity of lockers in each room? Thank you.

Response: Refer to finish schedule for revised locker specification. Sheet A-401 revised to match finish schedule spec. Lockers to be ASI brand lockers.

11. Drawing A-311 shows the door and framing schedule. Unisex Bathroom 105 does not have a frame type under this schedule. Please advise. Thank you.

Response: Refer to Sheet A-311 provided in Addendum No. 1 for Door 105 Frame Revision .

12. Spec section 054000, paragraph 2.5, section A, states any exterior load-bearing wall framing must have studs with a 6", 16-gauge minimum thickness. However, drawing S-102 shows the exterior wall framing to be 600S200-43 which is a 6", 18-gauge stud. Please confirm the correct studs to use for exterior framing.

Response: Please use 16 Gauge for the exterior load bearing wall framing. Stud Manufacturer to confirm gauge and provide shop drawings for the metal framing.

Please confirm the use of wood blocking in leu of metal for runner track in the interior wall partitions D1B, D2, D2A, & D2B. Also confirm horizontal channeling and if it is wood blocking or metal channeling in those same partitions.

Response: Interior wall types to use continuous metal runners for all metal stud partitions. Wall types revised to reflect this.

- 13. Dwg A-002, Note #14 reads, "All structural steel less than 8" from the exterior shall be properly waterproofed". How and with what product?
 - Response: A-002 General notes have been replaced with project specific notes.
- **14.** Dwg A-002, Note #23 reads, "All metal flashing shall be stainless steel, unless otherwise noted.' Where and what gauge?
 - Response: A-002 General notes have been replaced with project specific notes.
- **15.** Dwg A-002, Note #27 reads, "All exposed CMU to be spackled, primed and painted. What level of finish is required at the new /existing CMU walls?
 - Response: A-002 General notes have been replaced with project specific notes.



- Dwg A-002, Note #28 reads, "Cleaned and Reconditioned, all existing lockers after wall and floor finishes are done". Are the lockers shown on C5/A401 new or existing? a.lf existing, is electrostatic paint required? b.lf new, what kind of wood base is required? PT of FT?
 Response: A-002 General notes have been replaced with project specific notes. All Lockers are NEW.
- 17. Dwg A-003 In the legend, it gives a symbol for "Sprayed On Fireproofing" but none is specifically called out. No specification section is provided. What specifically is the scope of sprayed on fireproofing?
 - Response: All existing fireproofing is in poor condition. Fireproofing is to be scraped off and new sprayed on fireproofing provided.
- 18. Dwg A-004, list "Portable Fire Extinguishers" as Wall Mounted / 7 ea. Are the FE new or existing?

 Response: All Fire Extinguishers shown are NEW
- 19. Dwg AD-101 Note #9 reads, "Coordinate Asbestos Abatement Activities with the Owner? Is there any known ACM's on the site?
 - Response: Note Removed there is no known Asbestos on Site
- 20. Dwg AD-101 Note #16 reads, "Any sprayed on Fireproofing disturbed during construction or demolition to be restored to original condition" The FP is currently in poor condition. Response: All existing fireproofing is in poor condition. Fireproofing is to be scraped off and new sprayed on fireproofing provided.
- 21. Dwg AD-103 Note #8 is shown with and without an arrow. It calls out for the existing lights to remain. a. Given that the roof is being removed, the circuits will have to be removed and reinstalled. b. Can the conduit feeding the lights be secured directly into the new insulated metal panel?

Response: Centria allows mounting to face of insulated panel system with manufacturer recommended flashing and using manufacturer recommended fasteners. Please reach out to Frank Hilias at Centra for more information.

Frank Hilias

District Sales Manager - Greater New York City and New England CENTRIA

700 State Hwy 121, Suite 200 • Lewisville, TX 75067 Cell: 718.314.4529

- 22. Dwg A101, Note #1 reads "Existing warehouse steel structure to remain. Scope of work limited to installation of new metal insulated panel and roofing". This note can easily be mis-interpreted.

 Response: Note No. 1 on A-101 has been revise to clarify scope
- 23. Dwg A-221, Note #6A, Reads"... All existing steel to be stripped of existing insulation and sand blasted smooth in preparation for new paint coating. Refer to Finish Schedule for paint specification" a. This is a very expensive process. b. Is there an existing drawing (for reference) that will indicate the type of steel that currently exists. c. Does any of the existing steel paint contain "lead"? d. If all steel is to be sand blasted, what structural members will require spray on fireproofing? e. Is over spraying the existing steel onto the new metal roof and wall panels acceptable or will it have to be masked off?
 - Response: All existing fireproofing is in poor condition. Fireproofing is to be scraped off and new sprayed on fireproofing provided. We will NOT be sandblasting. Please refer to Steel Specification section for steel preparation and painting of existing steel.
- 24. Dwg A311, Details CD1and CD2, show overhead door elevations. Please confirm that all existing OH doors and their controls are existing to remain.
 - Response: OH doors, controls, motors, tracks to remain as per door schedule and demolition plans
- 25. Dwg A311, Note #4 under the door schedule references FRP & OH Door colors. Please confirm that there are No new FRP doors and the OH doors are existing to remain "AS IS"

 Response: Note No. 4 was removed from A-311. The Exterior Door No. 100 will be an FRP Door Only. All OH doors to remain "AS IS"
- 26. Dwg A701 "Finish Plan & Furniture Plan is missing from our set" Please provide.

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Response: Drawings A-701 has been added to the Addendum No. 1 Set of Drawings

- 27. The plumbing drawings call for the existing Hot Water Heater to be relocated. Is a new HWH preferred to maintain the 2 year warranty? Otherwise, it is an "As Is" item.
 Response: The existing HWH shall be demolished as indicated on the contract drawings. The new HWH as indicated on contract drawing P-3.1 is a new water heater, not relocated. All warranties shall be maintained in accordance with contract specification section 223401 Hot Water Heaters.
- 28. Are new fire alarm devices need in the shop area? Once the walls and roof are removed, the systems will have to be reinstalled. Seams foolish to reinstall old devices given the amount of dust in the shop.
 - Response: Existing fire alarm devices located in the shop area shall be protected and maintained throughout construction. Should a device become damaged during construction, the contractor shall replace with new at no additional cost. For reference, there is an existing fire suppression system in the shop area. Any coordination between Fire Alarm supplier and Fire Suppression system supplier shall be provided by both sources for a complete installation at no additional cost.
- 29. Can you publish the "Pre-Bid Meeting" sign in sheet?

 Response: Prebid meeting attendance will be included in Addendum
- 30. Whose fire alarm system is in the building currently? Who does the monitoring?

 Response: Existing Fire Alarm Panel and devices are by Honeywell. The Honeywell Fire alarm panel is the Farenhyt Series model IFP-75. The Fire Alarm supplier is Fire & Security Technologies, 217 Halls Mill Road, Lebanon NJ 08833 (908) 823-4367.
- 31. Does a structural steel subcontractor have to be named on the Bid Form?

 Response: Yes, all subcontractors shall be listed.
- 32. Has an evaluation for hazardous materials been performed on the site? Has the fireproofing being scheduled for removal been evaluated?
 Response: There are no vertical W16x40 steel members shown on the structural plans.
 Proposed horizontal W16x40 steel beams will be connected directly to the existing metal building columns and span the distance between columns. See response to Question #2 for metal truss delegated design intent. There are no wood trusses in this project, this note may be ignored.
- 33. A-701, C-1, C-2 are shown on plan list on A-001 but not in download package? Please provide Response: Drawings A-701 has been added to the Addendum No. 1 Set of Drawings
- 34. Are there any elevations of existing PEMB that can be provided?

 Response: Refer to new sheet, A-202 for exterior elevations
- 35. Structural drawings show what would appear are new vertical W16x40 steel I beams between existing metal building columns. There are no details on plans on how these should be supported. Please provide details
 - Response: There are no vertical W16x40 steel members shown on the structural plans. Proposed horizontal W16x40 steel beams will be connected directly to the existing metal building columns and span the distance between columns.
- 36. Trusses shown on Plans S104 and S201 note by others? Please explain. Also Structural notes on S-100 notes under wood framing states wood trusses? Please clarify.
 Response: Answer for Truss Note on Plans S104 & S201 for metal truss delegated design intent. S-100 Note Answer There are no wood trusses in this project, this note may be ignored.
- 37. A-003 shows extents of 1 hour rated walls, drawing A101 shows walls D2B walls at locker room walls which are not rated. Also door 101 is not a fire rated door assembly per schedule on A-311. Please clarify.
 - Response: Rated Walls have been removed, Building is Sprinklered.
- 38. Plumbing plan P-3 shows relocation of gas services and coordinating with PSE&G. We have contacted PSE&G and they sent us a work order form that requires existing account information and requires a site plan be submitted with that application. Has a work order been started with the utility company for this relocation? Will there be an allowance provided to carry for the cost of



this work?

Response: #1: No work order form has been started with the utility company for the gas relocation. All coordination with the utility company associated with the relocation including preparation of the site plan and fees shall be included in the contractors bid.

- 39. What is the roof panel attachment on trusses @ new addition?

 Response: Refer to A-231, panel to be screwed into truss and purlins through panel joint and manufacturer provided panel clip
- 40. Details on A-221 refer to sections on A-231 with no details on framing required on existing building at truss to wall and exterior wall to new addition wall. Please provide details. Response: proposed addition and existing structure will not be tied-in except for proposed steel beam which supports roof loading from metal trusses.
- **41.** May need to add Girts @ gable wall locations on existing PEMB due to existing spacing. Existing spacing is approximately 13' at lower section. Add would be approximately 10" x 20' members? Please advise.
 - Response: No girts required structurally as no lateral loading will be applied to interior shared wall. Girts may be provided for stability of wall panels.
- **42.** Basis of design is Centria, is MetlSpan an acceptable substitution? They appear to meet all specifications.
 - Response: GC may provide a substitute with proper documentation to show material\produce equivalence.
- **43.** Clarify R value to match panel thickness. Wall panel would need to be 3" to meet specified R value not 2.5". Please confirm panel size.
 - Response: Versawall Wall Thickness to be 2.75", now matches COMCheck
- 44. Roof assembly detail A301 shows a 5" panel and A-221 calls out a 4" panel. Centria only lists up to a 4" panel (R 33.5). Please clarify
 - Response: Versapanel Roof panel to be 4" R33.5, now matches COMCheck.
- 45. Will chain link fence area be removed for wall panel demo/install?

 Response: Fencing to Remain
- 46. There are louvers and fans cut into the exterior walls of the existing building. They are not shown on any drawings and not shown on mechanical drawings. Are these being reused? They appear to be supported by the existing metal panels? Please advise if these will be reused and if so, provide details on reattachment to existing structure.
 - Response: New louvers to be installed, refer to A-313 for louver details.
- 47. Please provide Div 28 Fire Alarm Specifications
 - Response: Anything relating to the provision of the sprinkler system is covered under the Div 21. No additional technical specifications are required.
- 48. Please provide the existing Fire Alarm vendor for new work/programming pricing.
 Response: The Fire Alarm supplier is Fire & Security Technologies, 217 Halls Mill Road, Lebanon NJ 08833 (908) 823-4367.



CHANGES TO SPECIFICATIONS:

Item 01: Section 00010 Table of Contents- Revised
Item 02: Section 00050 Project Summary – Revised

Item 03: Section 00300 Burlington County General Conditions – Revised

Item 04: Section 00410 Bid Form – Revised

Item 05: Section 00560 Responsible Contractor Policy – Revised

Item 06: Section 078100 – Applied Fireproofing - Added

CHANGES TO DRAWINGS:

C-1 - ADDED

C-2 - ADDED

A-000 –NO Changes

A-001 - NO Changes

- A-002 General Notes section replaced in its entirety to clarify scope of work. New section removes references to restoration of existing lockers (note #28) and treatment of exposed CMU (note #27).
- A-003 Egress plan updated to show that all fire extinguishers shown on plan are to be "new" and note showing spray applied fireproofing floor assembly is removed.
- A-004 NO CHANGES
- A-005 NO CHANGES
- A-101 Plan is revised with new elevation tags referencing new exterior building elevations. Partitions tags are revised. There are no fire rated partitions in the office building and such do not require fire rated door hardware.
- A-103 Revisions to roof plan include new leaders locations for office building roof
- A-201 Building heights altered to reflect correct metal insulated panel thickness
- A-202 New sheet provided to show West, South, and East exterior elevations and includes existing exterior stairs/railings.
- A-221 Revised note #8 to call out new steel beams supporting new metal trusses only will attach to existing steel columns in warehouse. Also showing a revised metal insulated roof panel thickness in the notes and in the drawings.
- A-301 Interior wall types are revise to show metal stud partitions to receive continuous metal runners.

 Fire rated partition was removed as there are no rate partitions being used in office building.

 Typical Roof assembly (RA-1) now shows a 4" insulated metal panel instead of 5" panel thickness.
- A-311 Door and frame schedule revised to show exterior access doors will change from hollow metal to FRP materials and that existing overhead doors will remain and not be replaced.
- A-313 Added additional notes to Louver head and sill details
- A-401 Locker Benches specifications are revised to match finish schedule and manufacturer has been changed. Locker specifications and quantity is also changed to match client request.
- A-701 Floor transitions between floor finishes have been added and locker specification updated from a wood base to a manufacturer included z-base



ATTACHMENTS:

Specifications:

- Section 00010 Table of Contents Revised
- Section 00050 Project Summary Revised
- Section 00300 Burlington County General Conditions Revised
- Section 00410 Bid Form Revised
- Section 00560 Responsible Contractor Policy Revised
- Section 078100 Applied Fireproofing Added
- Section 078100 Applied Fireproofing.

Drawings;

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A-001 - SHEET LIST

A-002 - GENERAL NOTES & ABBREVIATIONS

A-003 - EGRESS PLAN

A-004 - BUILDING CODE INFORMATION

A-005 - BUILDING ENERGY COMPLIANCE

A-101 FIRST FLOOR PLAN

A-103 - ROOF PLAN

A-201 - NORTH BUILDING ELEVATION & SECTION

A-202 - BUILDING ELEVATIONS

A-221 - BUILDING SECTION

A-301 Partition Types

A-311 DOOR SCHEDULE

A-313 WINDOW TYPES & DETAILS

A-401 ENLARGED TOILET PLANS & ELEVATIONS

A-701 FINISH & FURNITURE PLAN

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Addition & Alterations Department of Public Works 10 Hartford Road

Delran, NJ

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OLO HON 002000 Oypouin bound	OLO 11011 002000 Cypodin Bodia	OLOTION 002000 Cypsum board
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Addition & Alterations
Department of Public Works
10 Hartford Road
Delran, NJ

March 12, 2025

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Department of Public Works

10 Hartford Road

Delran, NJ

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Addition & Alterations
Department of Public Works
10 Hartford Road
Delran, NJ
March 12, 2025

SECTION 00050 PROJECT SUMMARY

1. PROJECT NAME AND LOCATION:

Addition & Alterations
Department of Public Works
10 Hartford Road
Delran, NJ

2. PROJECT SCOPE:

The project scope will consist of the following:

- Demolition, Expansion, and Reconstruction of the Brick Office area at the front of the Structure.
- Removal and Replacement of the Insulated Wall Panels
- Removal and Replacement of the Existing Metal Roof Panels

Trades Required:

- General Construction
- Plumbing
- Electrical
- Mechanical
- Structural Steel

3. PROJECT PHASING

The Structure will be Un-Occupied during the contract. The yard at the rear of the site will still be used by the County throughout the duration of the contract and access to the yard must remain un-obstructed.

4. **CONTRACT TIME:**

9 Months from Notice to Proceed

5. LIQUIDATED DAMAGES:

\$3,000 Per Calendar Day

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6. **OWNER**:

Burlington County Board of County Commissioners P.O. Box 6000 49 Rancocas Road Mount Holly, NJ 08060

7. OWNER'S REPRESENTATIVE:

NETTA Architects Laurence Uher 1084 Route 22 West Mountainside, NJ 07059 973-379-006

8. BID OPENING

Date: April 17, 2025

Time: 10:30 AM (Local Time)

Location: https://burlcobids.ionwave.net

All bids shall be submitted online at https://burlcobids.ionwave.net the County shall not accept any bids submissions via email, courier, mail, or in person delivery. The County is not responsible for any bid not submitted on time at https://burlcobids.ionwave.net. The County is not responsible for any internet submission issues that may include but not be limited to connection issues, technical difficulties, errors, power outages, etc.

At the time fixed for the opening of bids, their contents will be read and made public for the information of bidders and other interested persons, Bidders and interested persons may watch the bid opening online. Details on accessing the online bid opening can be found under the "Event Details" tab for this solicitation at https://burlcobids.ionwave.net.

9. COST OF BID PACKAGE: No Charge

10. SITE VISITS:

Site visits are optional and by appointment Only. Please Contact Steven Stypinski, Director of Construction Services at sstypinski@co.burlington.nj.us to make an appointment.

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11. PRE-BID CONFERENCE:

Date: March 25, 2025 Time: 10:00 AM Place: Board Room

49 Rancocas Road

Mount Holly, NJ 08060

The Pre-Bid Conference is OPTIONAL

12. **DEADLINE FOR QUESTIONS**:

March 28, 2025, 5:00 PM (local time)

All questions must be submitted at https://burlcobids.ionwave.net by the deadline.

No questions will be answered after this date.

13. THE CONTRACT DOCUMENTS:

Architect ID No.: 2241869

Drawing Date: March 12, 2025 Specification Date: March 12, 2025 County ID No.: CPU-25-0009

END OF SECTION 00050 - PROJECT SUMMARY

SECTION 00300 BURLINGTON COUNTY GENERAL CONDITIONS

ARTICLE 1 - GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

1.1.1 THE CONTRACT DOCUMENTS

The Contract Documents consist of the Agreement between Owner and Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Design Professional. The Contract Documents also include all documents submitted as part of a complete bid submission or required to be submitted as a prerequisite for commencement of the work.

1.1.2 THE CONTRACT

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by Modification as defined in 1.1.1 above. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Design Professional and Contractor, (2) between the Owner and a Subcontractor or Sub-subcontractor, (3) between the Owner and Design Professional or (4) between any persons or entities other than the Owner and Contractor. The Design Professional shall, however, be entitled to performance and enforcement of the obligations under the Contract intended to facilitate performance of the Design Professionals duties.

1.1.3 THE WORK

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, incidentals, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or part of the Project. Temporary facilities, tools, and other portions of the work which are not to be delivered to the Owner at, or prior to, final completion shall not be subject to the General Conditions except to the extent that they may interfere with our otherwise adversely affect the Owner's use of or interest in the site.

1.1.4 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner or by separate contractors.

1.1.5 THE DRAWINGS

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including, plans, elevations, sections, details, schedules, and diagrams.

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1.1.6 THE SPECIFICATIONS

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services inclusive of Division 0.

1.1.7 THE PROJECT MANUAL

The Project Manual is a volume assembled for the Work which may include the bidding requirements, sample forms, Conditions of the Contract and Specifications,

1.1.8 THE OWNER

The term "Owner" means the Board of Commissioners of Burlington County, New Jersey

1.1.9 THE OWNER'S REPRESENTATIVE

For the purposes of this specification, the Owner's representative shall also be referred to as "Design Professional". The name of the Owner's representative is listed in Division 0, Section 00050.

1.1.10 CONTRACTOR

The word 'Contractor' shall mean the Contractor with whom the overall single lump-sum contract has been executed.

1.1.11 DESIGN PROFESSIONAL

The phrase 'Design Professional' shall reference the Architect or Engineer of Record for the Project.

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

- 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results. The terms "reasonably inferable" includes work necessary to "provide" work indicated or specified, as defined in the Contract Documents.
- 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of the Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing extent of Work to be performed by any trade.
- 1.2.3 Unless otherwise stated in the Contract Documents, works which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.
- 1.2.4 Details referenced to portions of the Work shall apply to other like portions of the Work not otherwise detailed.

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- 1.2.5 The Contractor shall request, from the Design Professional, interpretation of apparent discrepancies, conflicts, or omissions in the Specifications and Drawings. Subcontractors shall forward such requests through the Contractor. Such requests, and the Design Professional interpretation, shall be in written form. Other forms of communications shall be used to expedite resolution of concerns, but will not be binding.
- 1.2.6 During the course of the Work, should any ambiguities or discrepancies be found in the Specifications or on the Drawings; or should there be found any discrepancies between the Drawings and Specifications to which the Contractor has failed to call attention before submitting his bid, then the Design Professional will interpret the intent of the Drawings and Specifications; and the Contractor hereby agrees to abide by the Design Professional's interpretation and to carry out the work in accordance with the decision of the Design Professional. It is expressly stipulated that neither the Drawings nor the Specifications shall take precedence over the other, and it is further stipulated that the Design Professional may interpret or construe the Drawings and Specifications so as to secure in all cases the result most consistent with the needs and requirements of the work.
- 1.2.7 In all cases, the Details, Drawings, and Specifications shall be checked with existing conditions and with work in place, and variations, if any, shall be referred by the Contractor to the Design Professional for adjustment, as the Contractor will be responsible for the fit or work in place.
- 1.2.8 When a profile, section or other finished condition is shown, furring or other method of obtaining such finished conditions shall be provided. The Drawings may show work fully drawn out or only a portion thereof, the remainder being in outline. The drawn out portions apply to other like or similar places.
- 1.2.9 Where it is required in the sSpecifications that materials, products, processes, equipment, or the like be installed or applied in accordance with manufacturer's instructions, directions, or specifications, or words to this effect, it shall be construed to mean that said application or installation shall be in strict accordance with printed material concerned for use under conditions similar to those at the job site. Provide copies of such instructions to the Design Professional and obtain his written approval before beginning Work.
- 1.2.10 Any material specified by reference to the number, symbol, or title of a Commercial Standard, Federal Specification, ASTM Specification, trade association standard, or other similar standards, shall comply with the requirements in the latest adopted revision thereof and any amendments or supplements thereto in effect at the time the Contract Documents are issued for bid. The standards referred to, except as modified in the Specifications, shall have full force and effect as though printed in the Specifications. The Design Professional will furnish upon request information as to how copies of the standards referred to may be obtained.

1.3 CAPITALIZATION

1.3.1 Terms capitalized in these General Conditions include those which are (1) specifically defined, (2) the titles of numbered articles and identified references to Paragraphs, Subparagraphs and Clauses in the document or (3) the titles of other documents published by the American Institute of Design Professionals.

1.4 INTERPRETATION

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1.4.1 In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an" but the fact that a modifier or an article is absent from one statement and appears in anther is not intended to affect the interpretation of either statement.

1.5 EXECUTION OF CONTRACT DOCUMENTS

- 1.5.1 The Owner and the Contractor shall sign five (5) copies of the Contract Documents. One (1) complete set will be returned to the Contractor and shall serve as his copy of the executed Contract for Construction.
- 1.5.2 Execution of the Contract by the Contractor is a representation that the Contractor may have visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents

1.6 OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER INSTRUMENTS OF SERVICE

The Drawings and Specifications prepared by the Design Professional and the Design 1.6.1 Professional's consultants are Instruments of Service through which the Work to be executed by the Contractor is described. Other documents, including those in electronic format are not included in the Instruments of Service. The Contractor will be issued free of charge one paper copy of the plans and one copy of the Specifications for his use during the Project. Neither the Contractor nor any Subcontractor, Sub-subcontractors or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Design Professional or the Design Professional's consultants, and unless otherwise indicated the Design Professional and the Design Professional's consultants shall be deemed the authors of them and will retain all common law, statutory and other reserved rights, in addition to the copyrights. All copies of Instruments of Service, shall be returned or suitably accounted for to the Design Professional, at the Owner's and or the Design Professional's request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Design Professional and the Design Professional's consultants, and copies thereof furnished to the Contractor, are for use solely with respect to this Project, they are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the Scope of the Work without the specific written consent of the Owner, Design Professional and the Design Professional's consultants. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce applicable portions of the Drawings, Specifications and other documents prepared by the Design Professional and the Design Professional's consultants appropriate to and for use in the execution of their Work under the Contract Documents. All copies made under this authorizations shall bear the statutory copyright notice, if any, shown on the Drawings, Specifications and other documents prepared by the Design Professional and the Design Professional's consultants. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with this Project is not to be construed as publication in derogation of the Design Professional's or Design Professional's consultants' copyrights or other reserved rights.

ARTICLE 2 - OWNER

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2.1 GENERAL

- 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Subparagraph 4.2.1, the Design Professional does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.
- 2.1.2 The Owner shall furnish to the Contractor within fifteen (15) days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

2.2 INFORMATION AND SERVICES REQUIRED OF THE OWNER

- 2.2.2. The Contractor shall secure and pay for all necessary approvals from any agency with jurisdiction over the work, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities. The Owner shall reimburse the Contractor for the direct cost of such expenses, without mark-up for overhead and profit pursuant to Subparagraph 7.2.1.
- 2.2.3 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and legal description of the site. The Contractor shall not be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.
- 2.2.4 Information or services required of the Owner by the Contract Documents shall be furnished by the Owner with reasonable promptness. Any other information or services relevant to the Contractor's performance of the Work under the Owner's control shall be furnished by the Owner after receipt from the Contractor of a written request for such information or services.
- 2.2.5 The Contractor will be furnished free of charge: One (1) set of Contract Documents fully executed by Contractor and Owner, and sealed Drawings and Specifications as required for submission to necessary code officials, one (1) set of reproducible Drawings and one (1) additional Project Manual for use by the Contractor and the subcontractors to make record documents. If additional documents are required by the Contractor, the additional documents may be obtained at the cost of reproduction. One (1) copy of any subsequent Drawing issued after the release of the bid documents will be provided free of charge.

2.3 OWNER'S RIGHT TO STOP THE WORK

2.3.1 If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Paragraph 12.2 or persistently fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Subparagraph 6.1.3.

2.4 OWNER'S RIGHT TO CARRY OUT THE WORK

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2.4.1 If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven (7) day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change order shall be issued deducting from payments then or thereafter due the Contractor for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Design Professional's additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Design Professional. If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor and/or his Surety shall pay the difference to the Owner.

ARTICLE 3 - CONTRACTOR

- 3.1 General
- 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.
- 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents
- 3.1.3 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in the Design Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor
- 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR 3.2.1 Since the Contract Documents are complementary, before starting each portion of the Work, the Contractor shall carefully study and compare the various Drawings and other Contract Documents relative to that portion of the Work, The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Design Professional at once.

The Contractor agrees that he will make no claim for additional payment or any other concession because of any misinterpretation or misunderstanding of the Contract Documents on his part, or of any failure to fully familiarize himself with any conditions related to the contract. This does not preclude the contractor from claiming additional payment related to differing site conditions pursuant to NJSA 40A:11-16.7 as listed below

Differing Site Conditions:

(1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.

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

Suspension of Work:

- (1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
- (2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice

shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.

- (3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.
 (b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the
- (5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.

Change in Character of Work:

- (1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.
- (2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.
 - (b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract

work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.

(4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

Change in Contract Quantities:

- (1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.
- (2)
- (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.
- (b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.
- (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- (4)
- (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.
- (b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.

If the Contractor performs any construction activity knowing or having a reasonable opportunity to know that it involves a recognized or apparent error, inconsistency or omission in the Contract Documents without such written notice to the Design Professional, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

3.2.2 Any design errors or omissions noted by the Contractor during this review shall be reported promptly to the Design Professional, but it is recognized that the Contractor's review is made in the

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Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

3.2.3 If the Contractor believes that additional cost or time is involved because of clarifications or instructions issued by the Design Professionals in response to the Contractor's notices or requests for information pursuant to Subparagraphs 3.2.1 and 3.2.2, the Contractor shall make Claims as provided in Subparagraphs 4.3.6 and 4.3.7. If the Contractor fails to perform the obligations of Subparagraph 3.2.1. and 3.2.2, the Contractor shall pay such costs and damages to the Owner as would have been avoided if the Contractor had performed such obligations.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall be fully and solely responsible for the jobsite safety of such means, methods techniques, sequences or procedures. If the Contractor determines that such means, methods, techniques sequences or procedures may not be safe, the Contractor shall give timely written notice to the Owner and Design Professional and shall not proceed with that portion of the Work without further written instructions from the Design Professional.
- 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor of any of its Subcontractors
- 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.
- 3.3.4 The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Design Professional in the Design Professional's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
- 3.3.4.1 Contractor shall lay out work and be responsible for all lines, elevations and measurements of the building, and other work executed by him under the Contract. They must exercise proper precaution to verify the figures shown on the drawings before laying out the work and will be held responsible for any errors resulting from their failure to exercise such precaution.
- 3.3.5 The Contractor, when requested by the Design Professional, shall meet with representative of the Design Professional at all times and furnish all information requested. They shall allow the Design Professional to inspect the work at all times. Neither the Owner nor the Design Professional shall be liable to the Contractor for extra compensation or damages for interference or delays on account of any such meetings, information, or inspections so requested or other acts of the Design Professional done in good faith and within the scope of their employment by the Owner. In addition, the Contractor is entrusted with the oversight, management control and general

direction of this project to insure that all contract completion dates are met. In the event that there are any delays caused to any subcontractor on this project, liability shall lie with the Contractor and not with the Owner.

3.4 LABOR AND MATERIALS

- 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and the facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
- 3.4.1.1 The Contractor must provide, at his own expense, suitable storage facilities at the site for the proper protection and safe storage of his materials. Such storage facilities and placement thereof must be approved in advance in writing by the Design Professional or Owners Representative.
- 3.4.1.2 All materials delivered to the premises which are to form a part of the Work are to be considered the property of the Owner and must not be removed without the Design Professional's consent, but the Contractor shall remove all surplus materials upon completion of each phase of the work and as directed by the Design Professional or Owners Representative.
- 3.4.1.3 When any room is used as a shop, storeroom, etc., during the progress of the work, the Contractor making use of the space will be held responsible for any repairs, patching or cleaning arising from such use. Prior approval of Design Professional and Owner for use of such areas is mandatory.
- 3.4.2 The Contractor many make substitutions only with the consent of the Owner, after evaluation by the design professional and in accordance with an RFI and associated Change Order if applicable.
- 3.4.2.1 Not later than twenty (20) days from the Notice to Proceed, the Contractor shall provide a list showing the name of the manufacturer proposed to be used for each of the products identified in the Specifications Div. 1-26, and if applicable, the installing Subcontractor's name. If a proposed product is being submitted as a proposed "equal" and not listed in the Specifications, comply with requirements listed elsewhere in the Specifications.
- 3.4.2.2 The Design Professional will promptly reply in writing to the Contractor stating whether the Owner or the Design Professional, after due investigation, has reasonable objection to any such "or equal" proposal. If adequate data on any proposed manufacturer or installer is not available, the Design Professional may State that action will be deferred until the Contractor provides further data. Failure of the Owner or the Design Professional to reply promptly shall not constitute a waiver of any of the requirement of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements. Any changes to such an approved list will be deemed a substitution.

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- 3.4.2.3 After the Contract has been executed, the Owner and the Design Professional will consider a formal request for the substitution of products in place of those specified only under the conditions set forth elsewhere in the Specifications. By making requests for substitutions the Contractor:
 - (A) Represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified.
 - (B) Represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified.
 - (C) Certifies that the cost data presented is complete and includes all related costs under this Contract but excludes costs under separate contracts, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
 - (D) Will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
- 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carting out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.
- 3.4.4 The Contractor will be held to be thoroughly familiar with all conditions affecting labor in the locale of the Project, including, but not limited to, trade jurisdictions and agreements, incentive and premium time, pay, procurement, living and commuting conditions. Contractor shall assume responsibility for costs resulting from his failure to verify conditions affecting his labor.

3.5 WARRANTY

- 3.5.1 The Contractor warrants to the Owner and Design Professional that materials and equipment furnished under the contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform to the requirement of the Contract.
- 3.5.2 The warranty period for the Work shall be two (2) years from the date of Final Acceptance or the Certificate of Occupancy, whichever occurs later. The Contractor shall be responsible for work or materials provided by the Suppliers, Subcontractors or others during this warranty period.
- 3.5.3 The Contractor shall provide a maintenance bond during the warranty period in accordance with the requirements outlined in Article 11 INSURANCE AND BONDS of the Supplementary General Conditions.
- 3.5.3 The Contractor shall maintain insurance coverage in accordance with the requirements for Liability Insurance/Maintenance Guarantee Period in Article 11 INSURNACE AND BONDS of the Supplementary General Conditions

3.6 TAXES

3.6.1 The County of Burlington is exempt from all taxes including Federal Excise Tax, Fuel Tax, Transportation Taxes, and State Sales or Use Tax. Contractor's Exemption Purchase Certificate

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Form ST-13, issued by the State of New Jersey, Division of Taxation, Sales Tax Bureau, shall be completed and submitted to his suppliers for materials used on this project only.

3.7 PERMITS, FEES AND NOTICES

- 3.7.1 The Contractor shall secure and pay for all fees for permits from agencies with jurisdiction, certificates and inspections in connection with the project and shall be responsible for the associated coordination with appropriate trades and officials. The Owner shall reimburse the Contractor for direct fees associated with municipal and state fees without markup for overhead and profit pursuant to subparagraph 7.2.1.
- 3.7.2 The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities with jurisdiction applicable to performance of the work.
- 3.7.2.1 The Contractor shall be responsible to obtain and maintain business licenses required by the State, county and / or city and shall give all notices and comply with all laws, ordinances, rules, regulations and orders of any public authority bearing on the performance of the work.
- 3.7.3 The Contractor is responsible to insure that his Work as described by the Contract Documents is in accordance with applicable laws, statues ordinances, building codes, and rules and regulations. However, if the Contractor observes that portions of the Contract Documents are at variance therewith, the Contractor shall promptly notify the Design Professional and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.
- 3.7.3 If the Contractor performs Work knowing it to be contrary to laws, statues, ordinances, building codes, and rules and regulations without such notice to the Design Professional and Owner, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

3.8 ALLOWANCES

- 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct. The Design Professional shall review for approval all allowance items and the costs of such items as submitted by the contractor.
- 3.8.2 Unless otherwise provided in the Contract Documents:
 - allowances shall cover the cost to the Contractor of materials and equipment delivered at the site, all required taxes, less applicable trade discounts; costs for unloading and handling at the site, labor, and installation costs.
 - 2. Contractor's overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances;
 - 3. whenever costs are more or less than allowances, the contract sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect:

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- a. The difference between actual costs and the allowances under Clause 3.8.2.1 and
- b. Changes in Contractor's costs under Clause 3.8.2.2
- 3.8.3 Materials and equipment under an allowance shall be selected by the Owner in sufficient time to avoid delay the Work.

3.9 PROJECT MANAGER AND SUPERINTENDENT

- 3.9.1 The Contractor shall employ and assign a competent project manager to the Project.
- 3.9.2 At least one Superintendent shall be required at each project site and shall be present at the jobsite from the start of construction and shall remain on the site until the completion of all corrective and punch list items. The number of necessary assistants to the Superintendent shall be such that areas where work is in progress shall be adequately supervised by the Contractors Superintendent or one of his assistants. If, in the Design Professionals' opinion, the quality or progress of the Work is adversely affected by lack of adequate supervision, the Contractor shall increase the number of supervisory personnel at no increase in the Contract Sum.
- 3.9.2.1 The Superintendent shall be "full time" and present at the site for the duration of the entire Project while the Work is progressing.
- 3.9.3 The Project Manager and the Superintendent cannot be the same person.

3.10 CONTRACTOR'S CONSTRUCTION SCHEDULES

- 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and Design Professional's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised monthly and included with each monthly payment application.
- 3.10.1.1 Less specified elsewhere the Contractor shall comply with these requirements: Within fifteen (15) days after the date of the "Notice to Proceed " the General Contractor shall submit to the Design Professional, on forms supplied by the Design Professional, or on the Contractor's own forms if acceptable to the Design Professional, a bar-graph Progress Schedule upon which shall be indicated the dates for starting and the dates for completion of all Contracts and all divisions of the work in a manner which will coincide with Time for Completion. Progress Schedules should be updated and presented at each construction meeting unless otherwise noted.
- 3.10.2 The Contractor shall prepare and keep current,-a schedule of submittals which is coordinated with the Contractor's construction schedule and allows the Design Professional reasonable time to review submittals.
- 3.10.3 The Contractor shall perform the Work in accordance with the most recent approved schedules submitted to the Owner and Design Professional.
- 3.10.4 Schedules shall comply with the requirements of Division 1 relating to "Construction Schedules."

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3.11 DOCUMENTS AND SAMPLES AT THE SITE

3.11.1 The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to record field changes redlined and selections made during construction, and one record copy of approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be available to the Design Professional and shall be delivered to the Design Professional for submittal to the Owner upon completion of the Work.

3.12 SHOP DRAWINGS PRODUCT DATA AND SAMPLES

- 3.12.1 Shop Drawings are Drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractors, manufacturers, supplier, or distributor to illustrate specific portion of the Work.
- 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
- 3.12.3 Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged except for samples authorized to be used in the Work, samples shall be delivered to the Design Professional upon completion of the Work if requested, and otherwise shall become the property of the Contractor and shall be removed from the site.
- 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate for those portions of the Work for which submittals are required by the Contract Documents the way by which the Contractor proposes to conform to the information given at the design concept expressed in the Contract Documents. Review by the Design Professional is subject to the limitations of Subparagraph 4.2.7. Informational submittals upon which the Design Professional is not expected to take responsive action may be so identified in the Contract Documents. Submittals which are not required by the Contract Documents may be returned by the Design Professional without action.
- 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the Design Professional Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents. This shall be done with reasonable promptness and in each such sequence as to cause no delay in the Work or in the activities of the Owner or of separate contractors. Submittals which are not marked as reviewed for compliance with the Contract Documents and approved by the Contractor many be returned by the Design Professional without action.
- 3.12.6 By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements for the Work and of the Contract Documents.

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- 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been reviewed by the Design Professional.
- 3.12.8 The Work shall be in accordance with reviewed submittals except that the Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Design Professional's review of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the Design Professional in writing of such deviation at the time of submittal and (1) the Design Professional has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Design Professional's review thereof.
- 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Design Professional on previous submittals. In absence of such written notice the Design Professional's approval thereof.
- 3.12.10 The Contractor shall not be required to provide professional services which constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. The Contractor shall not be required to provide professional services in violation of applicable law. If professional design services or certifications by a design professional related to systems materials or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Design Professional will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly licensed Design Professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications. Shop Drawings and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional, if prepared by others, shall bear such professional's written approval when submitted to the Design Professional, the Owner and the Design Professional shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals, provided the Owner and Design Professional have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Subparagraph 3.12.10, the Design Professional will review, approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with the information given the design concept expressed in the Contract Documents the Contractor shall not be responsible for the adequacy of the performance or design criteria required by the Contract Documents.
- 3.12.11 Detailed requirements for Shop Drawings, Product Data and Samples are specified in Division 1.

3.13 USE OF SITE

- 3.13.1 The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents and shall not encumber the site.
- 3.13.2 The Contractor is responsible for insuring the safety of the Work and all persons associated with the work either directly or indirectly through the location and weights of all equipment and materials he intends to place on the slab.
- 3.13.3 If not specified in the Contract Documents, the limit of Contractor activities and use of the site shall be determined by the Design Professional prior to the start of construction.

3.14 CUTTING AND PATCHING

- 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
- 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner of a separate contractor except with written consent of the Owner and of such separate contractor, such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the owner or a separate contractor the Contractor's consent to cutting or otherwise altering the Work.

3.15 CLEANING UP

- 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove from the Project waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
- 3.15.2 The Contractor shall be responsible to clean the site at the end of each work day.
- 3.15.3 The Contractor shall be responsible to supply separate dumpsters for general refuse, wood, cardboard, and other recyclable materials as the contract warrants to reduce the impact of the job on landfills and create overall less waste.
- 3.15.4 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

3.16 ACCESS TO WORK

3.16.1 The Contractor shall provide the Owner and Design Professional access to the Work in preparation and progress wherever located. Access shall be permitted at all times.

3.17 ROYALTIES, PATENTS AND COPYRIGHTS

3.17.1 The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Design Professional harmless from loss on account thereof, but shall not be responsible for such defense

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or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Design Professional. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Design Professional.

3.18 INDEMNIFICATION

- 3.18.1 To the fullest extent permitted by law and to the extent claims, damages, losses or expenses are not covered by Article 11 the Contractor shall indemnify and hold harmless the Owner, Design Professional, Design Professional's consultants, and agents and employees of any of them from and against claims, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 3.18.
- 3.18.2 In claims against any person or entity indemnified under this Paragraph 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone whose acts they may be liable, the indemnification obligation under Subparagraph 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.
- 3.18.3 The Contractor's indemnification as described in Section 3.18 shall continue after the completion of the performance of the Work for any claim, damage, loss or expense caused by negligent acts or omissions of the Contractor, a Subcontractor or anyone for whose acts they may be responsible which negligent acts or omissions occur prior to the completion of the Work or the Maintenance Guarantee Period.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

4.1 DESIGN PROFESSIONAL

4.1.1 The Design Professional is the person lawfully licensed to practice or an entity lawfully practicing identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Design Professional" means the Design Professional or the Design Professional's authorized representative." The term Design Professional includes the Design Professional or other professional listed elsewhere in the Contract Documents as the Owner's Representative.

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- 4.1.2 Duties, responsibilities and limitations of authority of the Design Professional as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner, Contractor and Design Professional. Consent shall not be unreasonably withheld.
- 4.1.3 If the employment of the Design Professional is terminated, the Owner shall employ a new Design Professional whose status under the Contract Documents shall be that of the former Design Professional.

4.2 DESIGN PROFESSIONALS ADMINISTRATION OF THE CONTRACT

- 4.2.1 The Design Professional will provide administration of the Contract as described in the Contract Documents, and will be an Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the two-year maintenance period for correction of Work described in Paragraph 12.2. The Design Professional will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.
- 4.2.2 The Design Professional, as a representative of the Owner, will visit the site at intervals appropriate to the stage of the Contractor's operations (1) to become generally familiar with and to keep the Owner informed about the progress and quality of the portion of the Work completed, (2) to guard the Owner against defects and deficiencies in the Work, and (3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Design Professional will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work, The Design Professional will neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents, except as provided in Subparagraph 3.3.1.
- 4.2.3 The Design Professional will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Design Professional will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.
- 4.2.4 Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the Design Professional about matters arising out of or relating to the Contract. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Design Professional.
- 4.2.5 Based on the Design Professional's evaluation of the Contractor's Applications for Payment, the Design Professional will review and certify the amount due and issue Certificates for Payment in accordance with Article 9.

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- 4.2.6 The Design Professional will have authority to reject Work that does not conform to the Contract Documents. Whenever the Design Professional Considers it necessary or advisable, the Design Professional will have authority to require inspections or testing of the Work in accordance with Subparagraphs 13.5.2 and 13.5.3 whether or not such Work is fabricated, installed or compiled. However, neither this authority of the Design Professional nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Design Professional to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.
- 4.2.7 The Design Professional will-take-appropriate action upon the Contractor's submittals such as Shop Drawing, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Design Professional's actions will be taken in accordance with the accepted Submittals Schedule, while allowing sufficient time in the Design Professional's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Design Professional's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Paragraphs 3.3, 3.5 and 3.12. The Design Professional's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Design Professional, of any construction means, methods, techniques, sequences or procedures. The Design Professional's review of a specific item shall not indicate approval of an assembly of which the item is a component.
- 4.2.8 The Design Professional will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Article 7 CHANGES IN WORK.
- 4.2.9 The Design Professional will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owners review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
- 4.2.10 If the Owner and Design Professional agree, the Design Professional will provide one or more project representatives to assist in carrying out the Design Professionals' responsibilities at the site. The duties, responsibilities, and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.
- 4.2.11 The Design Professional will interpret and decide matters concerning performance under and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Design Professional's response to such request will be made in writing. delay shall not be recognized on account of failure by the Design Professional to furnish such interpretations.
- 4.2.12 Interpretations and decisions of the Design Professional will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and initial decisions, the Design Professional will endeavor to secure faithful performance by both Owner and Contractor will not show partially to ether and will not be liable for results of interpretations or decisions do rendered in good faith.

4.2.13 The Design Professional's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

4.3 CLAIMS AND DISPUTES

- 4.3.1 Definition. A Claim is a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be initiated by written notice. The responsibility to substantiate Claims shall rest with the party making the Claim.
- 4.3.2 Time Limits on Claims. Claims by the Contractor must be initiated within five (5) days after occurrence of the event giving rise to such Claim or within five (5) days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims must be initiated by written notice to the Design Professional and the other party.
- 4.3.3 Continuing Contract Performance. Pending final resolution of a Claim except as otherwise agreed in writing or as provided in Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.
- 4.3.4 Claims for Concealed or Unknown Conditions.
 - (1) If the contractor encounters differing site conditions during the progress of the work of the contract, the contractor shall promptly notify the contracting unit in writing of the specific differing site conditions encountered before the site is further disturbed and before any additional work is performed in the impacted area.
 - (2) Upon receipt of a differing site conditions notice in accordance with paragraph (1) of this subsection, or upon the contracting unit otherwise learning of differing site conditions, the contracting unit shall promptly undertake an investigation to determine whether differing site conditions are present.
 - (3) If the contracting unit determines different site conditions that may result in additional costs or delays exist, the contracting unit shall provide prompt written notice to the contractor containing directions on how to proceed.
 - (4)
- (a) The contracting unit shall make a fair and equitable adjustment to the contract price and contract completion date for increased costs and delays resulting from the agreed upon differing site conditions encountered by the contractor.
- (b) If both parties agree that the contracting unit's investigation and directions decrease the contractor's costs or time of performance, the contracting unit shall be entitled to a fair and equitable downward adjustment of the contract price or time of performance.
- (c) If the contracting unit determines that there are no differing site conditions present that would result in additional costs or delays, the contracting unit shall so

advise the contractor, in writing, and the contractor shall resume performance of the contract, and shall be entitled to pursue a differing site conditions claim against the contracting unit for additional compensation or time attributable to the alleged differing site conditions.

- (5) Execution of the contract by the contractor shall constitute a representation that the contractor has visited the site and has become generally familiar with the local conditions under which the work is to be performed.
- (6) As used in this subsection, "differing site conditions" mean physical conditions at the contract work site that are subsurface or otherwise concealed and which differ materially from those indicated in the contract documents or are of such an unusual nature that the conditions differ materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in the contract.

Suspension of Work:

- (1) The contracting unit shall provide written notice to the contractor in advance of any suspension of work lasting more than 10 calendar days of the performance of all or any portion of the work of the contract.
- (2) If the performance of all or any portion of the work of the contract is suspended by the contracting unit for more than 10 calendar days due to no fault of the contractor or as a consequence of an occurrence beyond the contracting unit's control, the contractor shall be entitled to compensation for any resultant delay to the project completion or additional contractor expenses, and to an extension of time, provided that, to the extent feasible, the contractor, within 10 calendar days following the conclusion of the suspension, notifies the contracting unit, in writing, of the nature and extent of the suspension of work. The notice shall include available supporting information, which information may thereafter be supplemented by the contractor as needed and as may be reasonably requested by the contracting unit. Whenever a work suspension exceeds 60 days, upon seven days' written notice, either party shall have the option to terminate the contract for cause and to be fairly and equitably compensated therefor.
- (3) Upon receipt of the contractor's suspension of work notice in accordance with paragraph (2) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (4)
 (a) If the contracting unit determines that the contractor is entitled to additional compensation or time, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date.
 (b) If the contracting unit determines that the contractor is not entitled to additional
 - (b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall proceed with the performance of the contract work, and shall be entitled to pursue a suspension of work claim against the contracting unit for additional compensation or time attributable to the suspension.
- (5) Failure of the contractor to provide timely notice of a suspension of work shall result in a waiver of a claim if the contracting unit can prove by clear and convincing evidence that the

lack of notice or delayed notice by the contractor actually prejudiced the contracting unit's ability to adequately investigate and defend against the claim.

Change in Character of Work:

- (1) If the contractor believes that a change directive by the contracting unit results in a material change to the contract work, the contractor shall so notify the contracting unit in writing. The contractor shall continue to perform all work on the project that is not the subject of the notice.
- (2) Upon receipt of the contractor's change in character notice in accordance with paragraph (1) of this subsection, the contracting unit shall promptly evaluate the contractor's notice and promptly advise the contractor of its determination on how to proceed in writing.
- (a) If the contracting unit determines that a change to the contractor's work caused or directed by the contracting unit materially changes the character of any aspect of the contract work, the contracting unit shall make a fair and equitable upward adjustment to the contract price and contract completion date. The basis for any such price adjustment shall be the difference between the cost of performance of the work as planned at the time of contracting and the actual cost of such work as a result of its change in character, or as otherwise mutually agreed upon by the contractor and the contracting unit prior to the contractor performing the subject work.
 - (b) If the contracting unit determines that the contractor is not entitled to additional compensation or time, the contractor shall continue the performance of all contract work, and shall be entitled to pursue a claim against the contracting unit for additional compensation or time attributable to the alleged material change.
- (4) As used in this subsection, "material change" means a character change which increases or decreases the contractor's cost of performing the work, increases or decreases the amount of time by which the contractor completes the work in relation to the contractually required completion date, or both.

Change in Contract Quantities:

- (1) The contracting unit may increase or decrease the quantity of work to be performed by the contractor.
- (a) If the quantity of a pay item is cumulatively increased or decreased by 20 percent or less from the bid proposal quantity, the quantity change shall be considered a minor change in quantity.
 - (b) If the quantity of a pay item is increased or decreased by more than 20 percent from the bid proposal quantity, the quantity change shall be considered a major change in quantity.

- (3) For any minor change in quantity, the contracting unit shall make payment for the quantity of the pay item performed at the bid price for the pay item.
- (4)
- (a) For a major increase in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity in excess of 120 percent of the bid proposal quantity. If a mutual agreement cannot be reached on a negotiated price for a major quantity increase, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid.
- (b) For a major decrease in quantity, the contracting unit or contractor may request to renegotiate the price for the quantity of work performed. If a mutual agreement cannot be reached on a negotiated price for a major quantity decrease, the contracting unit shall pay the actual costs plus an additional 10 percent for overhead and an additional 10 percent for profit, unless otherwise specified in the original bid; provided, however, that the contracting unit shall not make a payment in an amount that exceeds 80 percent of the value of the bid price multiplied by the bid proposal quantity.
- (5) As used in this subsection, the term "bid proposal quantity" means the quantity indicated in the bid proposal less the quantities designated in the project plans as "if and where directed."
- 4.3.5 If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Paragraph 10.6. All required notices for additional costs shall be made by certified mail.
- 4.3.6 If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Design Professional, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Design Professional, (4) termination of the Contract by the Owner, (5) Owner's suspension or (6) other reasonable grounds, Claim shall be filed in accordance with this Paragraph 4.3.

4.3.7 Claim for Additional Time

- 4.3.7.1 All claims for additional time shall comply with N.J.A.C. 5:30-11.3.
- (a) No changes in quantities, work performed, services rendered, materials, supplies or equipment delivered or provided shall be authorized, permitted or accepted except by the procedures established herein.

All change orders unless otherwise stated in this subchapter shall be subject to the following:

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- 1. Each change order shall be in writing and shall be numbered consecutively (beginning with number one) and attached to the original purchase order or contract for each project.
- 2. Change orders which result in payment reduction below the originally contracted price may be made by locally established procedure, provided that any change orders increasing cost on the same contract shall include reference to such reductions.
- 3. Quantities of items or work shall not be changed in such a manner as to nullify the effect of the competitive determination of lowest responsible bidder which was made at the time of contract award, if at said time the changes could have been reasonably foreseen.
- 4. Responsibility required by these rules to be exercised specifically by the governing body, including authorization of change orders, shall not be delegated except for minor field (site) modifications pursuant to N.J.A.C. 5:3011.4.
- 5. Change orders may be executed by the representative appointed by the governing body but the responsibility for the authorization of change orders shall not be delegated by the governing body except for minor field (site) modifications pursuant to N.J.A.C. 5:30-11.4.
- 6. Change orders shall be used to change the number of units or items originally advertised and contracted for, provided that: i. ii. iii. Unit prices or a price methodology were sought in the original specifications and included in the contract; The original specification and the contract included a provision that the unit prices could be so used; and If (a)6i and ii above were not contained in the original specification, a change order shall not be issued.
- 7. Change orders shall not be used to substantially change the quality or character of the items or work to be provided, inasmuch as such would have been a determining factor in the original bidding.
- 8. Change orders shall not serve the purpose of escalation clauses and, therefore, shall not be utilized to effectuate upward price adjustments.
- 9. Total number of change orders executed for a particular contract shall not cause the originally awarded contract price to be exceeded by more than 20 percent unless otherwise authorized by these rules.
- 10. If proposed change orders do exceed the 20 percent limitation of (a)9 above, no work shall be performed or purchases made until the procedures of N.J.A.C. 5:30-11.9 have been completed. If the governing body determines issuance of the change order is not justifiable, a new contract shall be executed in accordance with the Local Public Contracts Law.
- 11. Before authorizing any change orders resulting in additional expenditures, the availability of funds shall be certified in writing by the chief financial officer or certifying finance officer, as appropriate.
- 12. The 20 percent limitation of (a)9 above shall not apply to emergency situations as defined within N.J.S.A. 40A:11-6.

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13. Change order authorizations shall not be withheld until the completion of the entire project.

If the Contractor wishes to make Claim for an increase in the Contract Time, written notices provided herein shall be given. The Contractor's Claim shall include an estimate of probable effect on progress of the Work. In the case of a continuing delay only one Claim is necessary. Claims for additional time shall not include reimbursement to the Contractor for any additional money. All required notices for additional time shall be made by certified mail.

- 4.3.7.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could have been reasonably anticipated, and had an adverse effect on the scheduled construction.
- 4.3.7.3 Any claim for extension of time should be made in writing to the Design Professional not more than five (5) days after the commencement of any delay, otherwise, it shall be waived. The Contractor shall provide an estimate of the probable effect of such delay on the progress of the Work. No claim made beyond the five (5) days shall be considered valid.
- 4.3.8 Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable estimate not exceeding twenty one 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.
- 4.3.9 If unit prices are stated in the Contract Documents and if quantities originally contemplated are so changed in a proposed Change Order or Construction Change Directive or if stated prices cannot be justified by the Design Professional so that application of such unit prices to revised quantities of Work proposed will cause substantial inequity to the Owner, the applicable unit prices shall be equitably adjusted.
- 4.3.10 The Contractor agrees that if any delay in the Contractor's works unnecessarily delays the work of any Contractor or Contractors; or causes the Owner or the Owner's vendors damages for expenses that the Owner or his vendors would not have needed to incur; the Contractor shall in that case pay all costs and expenses incurred by such parties due to such delays and hereby authorizes the Owner to deduct the amount of such costs and expenses from any monies due or to become due the Contractor under this Contract. The Design Professional shall be responsible for ascertaining whether the Contractor is responsible for delaying any of the work of any other Contractor or for causing such damages to be incurred. His decision shall be final.

4.4 RESOLUTION OF CLAIMS AND DISPUTES

4.4.1 Decision of Design Professional. Claims, including those alleging an error or omission by the Design Professional but excluding those arising under Paragraphs 10.3 through 10.5, shall be referred initially to the Design Professional for decision. An initial decision by the Design Professional shall be required as a condition precedent to mediation, or litigation of all Claims between the Contractor and the Owner arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Design Professional with no decision having been rendered by the Design Professional. The Design Professional will not decide disputes between the

Contractor and persons or entities other than the Owner.

- 4.4.2 The Design Professional will review Claims and within ten (10) days of the receipt of Claim take one of more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or on part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Design Professional I unable to resolve this claim. If the Design Professional lacks sufficient information to evaluate the merits of the claim or if the Design Professional concludes that, in the Design Professional's sole discretion, it would be inappropriate for the Design Professional to resolve the claim.
- 4.4.3 In evaluating Claims, the Design Professional may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Design Professional in rending a decision. The Design Professional may request the Owner to authorize retention of such persons at the Owner's expense.
- 4.4.4 If the Design Professional requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of such request, and shall either provide a response on the requested supporting data, advise the Design Professional when the response of supporting data will be furnished or advise the Design Professional that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Design Professional will either reject or approve the Claim in whole or in part.
- 4.4.5 The Design Professional will approve or reject Claims by written decision, which shall state the reasons therefore and which shall notify the parties of any change in the Contract Sum or Contract Time or both. The approval or rejection of a Claim by the Design Professional shall be final and binding on the parties but subject to mediation.
- 4.4.6 When a written decision of the Design Professional states that (1) the decision is final but subject to mediation and (2) a demand for mediation of a Claim covered by such decision must be made within thirty (30) days after the date on which the party making the demand received the final written decision, then failure to demand mediation within said thirty (30) days' period shall result in the Design Professional's decision becoming final and binding upon the Owner and Contractor. If the Design Professional renders a decision after mediation proceedings have been initiated, such decision may be entered as evidence, but shall not supersede mediation proceedings unless the decision is acceptable to all parties
- 4.4.7 Upon receipt of Claim against the Contractor or at any time thereafter, the Design Professional or the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Design Professional or Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.
- 4.4.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the Claim by the Design Professional, by mediation.

4.5 MEDIATION

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- 4.5.1 Pursuant to the requirements of N.J.S.A. 40A:11-50, any Claim arising out of or related to the Contract, except Claims relating to the aesthetic effect and except those waived as provided for in Subparagraphs 4.3.10, 9.10.4 and 9.10.5 shall, after initial decision by the Design Professional or 30 days after submission of the Claim to the Design Professional, be subject to alternative dispute resolution through mediation as a condition precedent to the institution of legal or equitable proceedings by either party.
- 4.5.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Request for mediation shall be filed in writing with the other party to the Contract and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.
- 4.5.3 The party seeking mediation shall pay the entire case filing or set-up fee to the American Arbitration Association. All other expenses shall be paid in accordance with M-17 of the AAA Construction Industry Mediation Rules. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.
- 4.5.4 The Contractor must proceed with all work required under this Contract during the mediation process described below if so, required by the Board in its sole discretion.
- 4.5.5 A dispute arising under this Contract shall be submitted in writing to the County's representative with all facts and supporting data. The County's representative will submit the written description of the dispute to the County, who will review the dispute and issue its decision or request additional facts or documentation after which it will render a decision.
- 4.5.6 After receipt of the decision from the County, disputes shall be submitted for mediation to the American Arbitration Association (AAA) under the American Arbitration Association Construction Industry Mediation Rules prior to being submitted to a court for adjudication with the exception of disputes concerning the bid solicitation for award process or the formation of contracts or subcontracts entered into pursuant to the Local Public Contracts Law.
- 4.5.7 Whenever more than one dispute of a similar nature arises under a construction contract or under related construction contracts, a contracting party may demand that the disputes be joined unless the mediator appointed to resolve the dispute determines that the disputes are inappropriate for joinder.
- 4.5.8 Whenever a dispute concerns more than one contract, such as when a dispute in a contract involving construction relates to a contract involving design, architecture, engineering or management, upon the demand of a contracting party, the disputes shall be joined unless the mediator determines that the disputes are inappropriate for joinder.

ARTICLE 5 SUBCONTRACTORS

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5.1 **DEFINITIONS**

- 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or subcontractors of a separate contractor.
- 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work a the site. The term "Sub-Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

5.2 AWARD OF SUBCONTRACT

- 5.2.1 The names of all subcontracts not required to be supplied in the Bid Form and material suppliers shall be submitted to the Design Professional for approval not later than seven (7) days after the date of the notice to proceed. The list of proposed subcontractors shall include a description of the materials and equipment each proposes to furnish and install in the work. The description shall be in sufficient detail to allow the Design Professional to determine general conformance to Contract requirements. Approval of the submittals required under this Article shall not relieve the Contractor from conformance to Contract requirements.
- 5.2.2 The Design Professional will promptly reply in writing to the Contractor stating whether the Owner or the Design Professional, after due investigation, has reasonable objection to any such proposed subcontractor, manufacturer, installer or material supplier. If adequate data on any such proposed entity is not available, the Design Professional may state that action will be deferred until the Contractor provides further data. Failure of the Owner or the Design Professional to reply promptly shall not constitute a waiver of any of the requirements of the Contract Documents, and all products furnished by the listed manufacturer must conform to such requirements.
- 5.2.3 If the Owner or Design Professional has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Design Professional has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such a change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such a change unless the Contractor has acted promptly and responsively in submitting names as required.
- 5.2.4 The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Design Professional makes reasonable objection to such substitute.
- 5.2.5 If a Subcontractor is a manufacturer or supplier of products, or is otherwise limited as to the products he can supply, and if products to be installed by that Subcontractor require any specified procedures to determine compliance with requirements of the contract, then identification of such Subcontractor shall be considered tentative subject to determination of product compliance, and no

Change Order shall be issued to the Contractor to replace such Subcontractor with a Subcontractor capable of complying with the requirements of the contract.

5.3 SUBCONTRACTUAL RELATIONS

- 5.3.1 By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by these Documents, assumes toward the Owner and Design Professional. Each subcontract agreement shall preserve and protect the rights of the Owner and Design Professional under the Contract Documents with respect to the Work to be performed by the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and upon written request of the subcontractor, identify to the subcontractor terms and conditions of the propped subcontract agreement which many be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.
- 5.3.2 The Contractor shall obligate each subcontractor specifically to comply with the New Jersey Plan of Affirmative Action to avoid discriminatory practice in employment.
- 5.3.3 The Contractor shall obligate each subcontractor to comply with the applicable prevailing wage schedule of the Department of Labor of the State of New Jersey.
- 5.3.4 Written confirmation of award of each major subcontract, other than those required to be submitted with the Bid Submission shall be submitted to the Design Professional, in form subject to his approval, within seven (7) days after receipt of Design Professional's request.

5.4 RESERVED

<u>ARTICLE 6 - CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS</u>

6.1 OWNER'S RIGHT TO PERFORM CONSTRUCTION AND TO AWARD SEPARATE CONTRACTS

6.1.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. The Contractor shall coordinate and supervise such efforts in order to eliminate claims & damages.

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- 6.1.2 When separate contracts are awarded for different portions of the Project or other construction of operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executives each separate Owner-Contractor Agreement.
- 6.1.3 The Contractor shall provide for the coordination of the Work of his own forces and of each of the separate contractors. In addition, the Contractor shall insure the cooperation of his forces and those of his subcontractors as provided in Paragraph 6.2 with the forces of the Owner's staff, Contractors and/or Subcontractors.
- 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces, the Owner shall be deemed to be subject to the same obligations and to have the same rights which to apply to the Contractor under the Conditions of the Contract, including, without excluding others those stated in Article 3, this article 6 and articles 10,11, and 12.

6.2 MUTUAL RESPONSIBILITY

- 6.2.1 The Contractor shall afford the Owner and separate contractors' reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
- 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner of a separate contractor, the Contractor shall prior to proceeding with that portion of the Work, promptly report to the Design Professional apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgement that the Owner's or separate contractors completed or partially completed construction is fit and proper to receive the Contractors Work, except as to defects not then reasonably discoverable.
- 6.2.3 The Owner shall be reimbursed by the Contractor for costs incorrect by the Owner which are payable to a separate contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of the delays, improperly timed activities, damage to the Work or defective construction of a separate contractor.
- 6.2.4 Should the Contractor cause damage to the work or property of any separate contractor or subcontractor on the project, the Contractor shall, upon due notice, promptly settle with such other contractor by agreement or otherwise resolve the dispute. If such separate contractor sues or institutes an arbitration proceeding against the Owner on account of any damage alleged to have been so sustained, the Contractor shall defend such proceeding at his own expense, and if any judgment against the Owner arises there from, the Contractor shall pay or satisfy it and shall reimburse the Owner for any attorney's fees and court costs which the Owner has incurred.
- 6.2.5 Should the Contractor cause damage to the work or property of any separate Contractor on the project, the contractor shall, upon due notice, settle with such other Contractor by agreement or Court of Law if he will so settle. If such separate Contractor sues the Owner or the Design

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Professional or initiates a Court of Law proceeding on account of any damage alleged to have been so sustained, the Contractor agrees that he will hold the Owner or Design Professionals harmless against any such claim or suite and that he will reimburse to the Owner or Design Professional as the case may be, the cost of defending such suit, including a reasonable attorney" fee and if any judgment against the Owner or Design Professional arises there from, the Contractor shall pay all cost incurred by the Owner or Design Professional.

- 6.2.6 Should the Contractor be caused damage by any other separate Contractor on the Work by reason of such other Contractor's failure to perform properly his contract with the Owner, no action will lie against the Owner and the Owner shall have no liability therefore, but the Contractor may assert his claim for damages against such separate contractor as a third party beneficiary under the Contract between such other Contractor and the Owner.
- 6.2.7 Claims and other disputes and matters in question between the Contractor and a separate contractor shall be subject to the provisions of Paragraph 4.3

ARTICLE 7 CHANGES IN WORK

- 7.1 General
- 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. All change orders shall be in accordance with N.J.A.C. 5:30-11.3.
- 7.1.2 A Change Order shall be upon agreement among the Owner, Contractor and Design Professional: a Construction Change Directive requires agreement by the Owner and Design Professional and may or may not be agreed to by the Contractor; an order for a minor change in the work may be issued by the Design Professional alone.
- 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly unless other side provided in the Change Order, Construction Change Directive or order for a minor change in the Work

7.2 CHANGE ORDERS

- 7.2.1 A Change Order is a written instrument prepared by the Design Professional and signed by the Owner, Contractor, and Design Professional, stating their agreement upon all of the following:
 - 1.change in the Work;
 - 2. the amount of the adjustment, if any, in the Contract Sum; and
 - 3. the extent of the adjustment, if any, in the Contract Time
- 7.2.2 Methods used for determining the change to the Contract Sum for Change Orders shall be the same as stated in Subparagraph 7.3 CONSTRUCTION CHANGE DIRECTIVES.
- 7.2.3 Any change in work authorized in writing by the Owner or Design Professional that will require a change in the cost of the work, whether an additive or deductive change in cost, shall show a complete cost breakdown of labor, material, equipment, and overhead and profit in accordance with Subparagraph 7.3.6 and 7.3.10.

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- 7.2.4 When a Change Order involves both additions and deletions in material, the net quantity are to be determined and the allowable overhead and profit as defined in 7.3.10 is to be applied to the net quantity.
- 7.2.5 When a Change Order involves deletions in material and labor, the amount of the credit will be equal to the line item on the Schedule of Values or a unit of the value if only a portion of the value is being deleted.
- 7.2.6 EXTRA WORK: Any work which may be required of the Contractor and is not, in the opinion of the Design Professional, properly a part of the work of the Contractor, or understood to be done as part of the work of the contractor, or understood to be done as part of any item or work listed in these specifications shall be classed as extra work. The contractor shall not in any case perform any extra work without receiving a signed Change Order or Construction Change Directive from the Design Professional. All Change Orders must be pre-approved by the Board of Freeholders. No contract may be increased by Change Orders by more than twenty percent (20%) of the original Contract sum.

7.3 CONSTRUCTION CHANGE DIRECTIVES

- 7.3.1 A Construction Change Directive is a written order prepared by the Design Professional and signed by the Owner and Design Professional, directing a change in the Work prior to agreement or adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may be Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract Sum and Contract Time being adjusted accordingly.
- 7.3.2 A Construction Change Directive shall be used in the absence of a total agreement on the terms of a Change Order.
- 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on Subparagraph 7.3.6 and 7.3.10
- 7.3.4 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Design Professional of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.
- 7.3.5 A Construction Change Directive signed by the Contractor indicates the agreement of the Contractor therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.
- 7.3.6 If the Contractor does not respond promptly or disagrees with the method for adjustment in the contract Sum, the method and the adjustment shall be determined by the Design Professional on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in the case of a increase in the Contract Sum, an allowance for overhead and profit in accordance with the schedule set forth in Subparagraph 7.3.10. In such case, the Contractor shall keep and present, in such form as the Design Professional may prescribe, an itemized accounting together with appropriate supporting data.

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Determination of the net cost for the purposes of this Subparagraph 7.3 CONSTRUCTION CHANGE DIRECTIVES and Subparagraphs. 7.2 CHANGE ORDERS shall be limited to the following:

- .1 cost of labor, including social security, old age and unemployment insurance, fringe benefits required by Law, and workers compensation insurance;
- .2 costs of materials, supplies and equipment, including cost of transportation whether incorporated or consumed;
- .3 costs for rental of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others:

Costs that are specifically excluded for the purposes of this Subparagraph 7.3 CONSTRUCTION CHANGE DIRECTIVES and Subparagraphs 7.2 CHANGE ORDERS are as follows:

- .1 costs of premiums for all bonds and insurance, permit fees, and sales, use or similar taxes related to the Work, and;
- .2 additional costs of supervision, field office rental, or field office personnel or other field office or main office overhead;

The Total Cost calculated by the methods in this Subparagraph, 7.3.6, shall constitute the "Net Cost" attributable to the Change in the Contract Sum and shall be the basis to which the allowable overhead and profit, as defined in 7.3.10, applies.

- 7.3.7 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change which results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Design Professional. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of next increase, if any with respect to the change.
- 7.3.8 Pending final determination of the total cost of a Construction Change Directive to the Owner, amounts not in dispute for such changes in the Work shall be included in Applications for Payment accompanied by a Change Order indicating the parties' agreement with part or all of such costs. For any portion of such cost that remains in dispute, the Design Professional will make an interim determination for purposes of monthly certification for payment for those costs. That determination of cost shall adjust the Contract Sum on the same basis as a Change Order, Subject to the right of either party to disagree and assert a claim in accordance with Article 4.
- 7.3.9 When the Owner and Contractor agree with the determination made by the Design Professional concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and shall be recorded by preparation and execution of an appropriate Change Order.
- 7.3.10 Subparagraphs 7.2 CHANGE ORDERS and 7.3 CONSTRUCTION CHANGE DIRECTIVES, the allowable overhead and profit to be applied to the net cost of the change in the Contract Sum shall be based on the following schedule:
- 1. For all extra work or portion thereof performed by the Contractor's own forces, the total change in the Contract Sum shall be limited to the net cost of the extra work plus a maximum allowance

- of fifteen percent (15%) of the net cost for all of the General Contractor's overhead costs and profit.
- 2. For all extra work or portion thereof performed by a Subcontractor(s), the total change in the Contract Sum shall be limited to the net cost of the extra work performed by the Subcontractor plus a maximum allowance of fifteen percent (15%) of that net cost for the Subcontractor's overhead and profit plus a maximum allowance of five percent (5%) of the combination of Subcontractor's net cost plus any net costs that may be accrued by the Contractor for the Contractor's overhead and profit. In no case shall the total allowance for overhead and profit on a Subcontractor(s) work exceed twenty percent (20%) of the total net cost of the Work.
- 3. Costs for Insurance and Bonds shall be included in the percentages listed above as allowable overhead and profit and shall not be listed as separate or additional line items when calculating the total change to the Contract Sum for Change Orders or Construction Change Directives.

ARTICLE 8 TIME

8.1 **DEFINITIONS**

- 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.
- 8.1.2 The work to be performed under this contract shall commence after the required insurance has been obtained and approved and within seven days after issuance of the Notice To Proceed by the Design Professional. The contract time shall commence as of the date of the Notice To Proceed unless otherwise specified in the agreement.
- 8.1.3 The date of Substantial Completion is the date certified by the Design Professional in accordance with Paragraph 9.8
- 8.1.3.1 Pursuant to Subparagraph 8.1.3 as supplemented hereinafter as between the Owner and Contractor as to all acts or failures to act occurring prior to the relevant Date of Substantial Completion, any applicable statue of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than such Date of Substantial Completion; as to all acts or failures to act occurring subsequent to the relevant Date of Substantial Completion, any applicable status of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate of Payment.
- 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

8.2 PROGRESS AND COMPLETION

8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

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- 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Design Professional in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor. The date of commencement of the Work shall not be changed by the effective date of such insurance. the date of commencement shall be established by the Contract Documents or a notice to proceed given by the Design Professional.
- 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time

8.3 DELAYS AND EXTENSIONS OF TIME

- 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work and believes that the Contract Time should be extended due to changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by other causes which the Design Professional determines may justify, such extension then the Contract Time shall be extended by Change Order for such reasonable time as the Design Professional may determine.
- 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Paragraph 4.3
- 8.3.3 This paragraph 8.3 does not preclude recovery of damages for delay by the Owner as follows:
- 1. The Contractor understands and agrees that all Work must be performed in an orderly and closely coordinated sequence so that the date for substantial completion may be met.
- 2. If the Contractor fails to complete his work or fails to complete a portion of his work necessary to allow another Contractor to commence his work, he shall pay the Owner as liquidated damages, and not as a penalty, the sum stated in the Contract Documents Form of Agreement for each day of delay. Such amount is agreed upon as a reasonable and proper measure of damages which the Owner will sustain each calendar day by failure of the Contractor to complete work within the stipulated time.
- 3. Substantial Completion will be determined by the Design Professional, and shall be deemed, to be completion of the whole work for purposes of tolling the Municipal Mechanics Lien Law.
- 4. For damages occurring at the time of delay, the Owner may retain the amount due to him under this clause from any payments due to the Contractor in accordance with the provisions of Paragraph 9.5
- 5. If the Owner shall suffer financial loss if the project is not substantially complete on the date set forth in the Contract Documents. The Contractor (and the Contractor's Surety) shall be liable for and pay to the Owner the sums hereinafter stipulated and fixed, agreed as liquidated damages for each calendar day of delay until the work is substantially complete or the actual costs of

financial loss suffered on account of the project not being substantially complete on the date set forth in the Contract Documents, whichever is greater.

- 8.3.4 Apart from an extension of time, no payment or allowance of any kind shall be made to the Contractor as compensation for damages on account of hindrance or delay from any cause in the progress of the work whether such delay be avoidable or unavoidable. The Contractor agrees that he will make no claim for compensation, damages, or litigation of damages for any such delays, and will accept in full satisfaction for such delays said extension of time.
- 8.3.5 The Contractor agrees that the Owner can deduct from the Contract Sum, any wages paid by the Owner to any Inspector or Design Professional or other professional necessarily employed by the Owner for any number of days in excess of the number of days allowed in the Contract Documents for completion of Work.
- 8.3.6 Precedent to claims for delay where the cause of delay is due to weather conditions, extension of time shall be granted only for unusually severe weather, as determined by reference to historical data. The term "historical data" as used in the preceding sentence shall be construed according to this formula; Average rainfall (or snow or low temperature) for the past five (5) years.
- 8.3.7 The Contractor agrees that if any delay in the Contractor's work unnecessarily delay the work of any Contractor or Contractors, the Contractor shall in that case pay all costs and expenses incurred by such parties due to such delays and hereby authorizes the Owner to deduct the amount of such costs and expenses from any moneys due or to become due to Contractor under this Contract. The Design Professional shall be responsible for ascertaining whether the Contractor is responsible for delaying any of the work of any other Contractor. The Design Professional's decision shall be considered valid.

ARTICLE 9. PAYMENTS AND COMPLETION

9.1 CONTRACT SUM

9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance for the Work under the Contract Documents.

9.2 SCHEDULE OF VALUES

9.2.1 Before the first Application for Payment, the Contractor shall submit to the Design Professional a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Design Professional may require. This schedule, unless objected to by the Design Professional, shall be used as a basis for reviewing the Contractor's Applications for Payment.

9.3 APPLICATIONS FOR PAYMENT

9.3.1 All payment applications shall comply with the Prompt Payment Act N.J.S.A 2A:30A-1. Payment Applications shall not be submitted more frequently than once each calendar month. The billing date shall be the date upon which the Design Professional receives a notarized Application for Payment from the Contractor for his own company as General Contractor and each of the Sub-Contractors listed on the bid form. ("Listed" subcontractors are those providing Plumbing and Gas Fitting, HVAC, Electrical, Structural Steel and Ornamental Iron Work.) The Contractor shall be

responsible for reviewing, approving and submitting the Application for Payment. The Applications for Payment shall be submitted on AIA Document G702 and G703, and include an Approved and Certified County Voucher form obtainable from the County Purchasing Department, a completed Payroll Affidavit Form WH-347(1/68)obtainable from the US Department of Labor Wage and Hour Division. The Contractor must also submit additional AIA G702 and G703 forms summarizing the particular applications for payment.

- 9.3.1.1 As provided in Subparagraph 7.3.8, such applications may include requests for payment on account of change in the Work which have been properly authorized by Construction Change Directives, or by interim determinations of the Design Professional, but not yet included in Change Orders.
- 9.3.1.2 Such applications may not include requests for payment for portions of the Work for which the Contractor does not intend to pay to a Subcontractor of material supplier, unless such Work has been performed by others whom the Contractor intends to pay.
- 9.3.2 At the Owner's option, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage and transportation to the site for such materials and equipment stored off the site.
- 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making claim by reason of having provided labor, materials and equipment relating to the work.
- 9.3.4 By the Contractor's signature on the AIA 702 & 703 Forms and their County Voucher Forms, certifies his agreement that the amounts stated on those forms are the correct amounts being due each of the Sub-Contractors.
- 9.3.5 Withholding of Partial Payment (Retainage); the Owner shall withhold 2% of the amount due on each partial payment paid to the Contractor pending completion of the contract or agreement.
- 9.3.6 Upon acceptance of the work performed, pursuant to this contract for which the contractor has agreed to the withholding of payments pursuant to Article 9 of this contract, all amounts being withheld by the Owner shall be released and paid in full to the contractor within forty five (45) days of the date as established by the Design Professional and the Owner, without further withholding of any amounts for any purpose whatsoever, provided that the contract has been satisfactorily completed.

9.4 CERTIFICATES FOR PAYMENT

9.4.1 The issuance of a Certificate for Payment will constitute a representation by the Design Professional to the Owner, based on the Design Professional's evaluation of the Work and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Design Professional's knowledge, information and belief, the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations form the Contract Documents prior to completion and to specific qualifications expressed by the Design Professional. The issuance of a certificate for payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Design Professional has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for wht purpose the Contractor has used money previously paid on account of the Contract Sum.

9.5 DECISIONS TO WITHOLD CERTIFICATION

- 9.5.1 The Design Professional may withhold a Certificate for Payment if in the Design Professional's opinion the representation to the Owner required by Subparagraph 9.4.2 cannot be made. If the Design Professional is unable to certify payment as shown on the Payment Application, the Design Professional will notify the Contractor and the Owner. The Design Professional may also withhold a Certificate for Payment or, because of subsequently discover evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Design Professional's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Subparagraph 3.3.2, because of:
 - .1 defective Work not remediated;
 - .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contactor;
 - .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - .5 damage to the Owner or another contractor;
 - .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - .7 persistent failure to carry out the Work in accordance with the Contract Documents.

9.6 PROGRESS PAYMENTS

9.6.1 If the General Contractor has performed in accordance with the provisions of the contract and these specifications and the billing for the work has been approved and certified by the Design Professional, the amount due will be paid not more than 30 days after the billing date. Payment Applications certifying to work that has not been completed or that has not been completed in a satisfactory manner by either the Contractor or a Listed Subcontractor shall be returned to the General Contractor for correction. Payment applications containing incorrect amounts and/or mathematical errors shall also be returned to the General Contractor for correction. Submittal of a Corrected Payment Application shall be considered a new Application for Payment for purposes of N.J.S.A. 2A:30A-1 et seq.

All disputes between owners, prime contractors, subcontractors or sub subcontractors shall provide that disputes regarding whether a party has failed to make payments required pursuant to N.J.S.A. 2A:30A-1 et seq., shall be submitted to alternative dispute resolution in accordance with Section 4.6 of these Specifications.

The provisions of this Subparagraph 9.6.1 apply to Progress Payments, Final Payments and Retainage Monies.

- 9.6.2 If a subcontractor or sub subcontractor has performed in accordance with the provisions of its contract with the prime contractor or subcontractor and the work has been accepted by the owner, the Design Professional, or the General Contractor, as applicable, and the parties have not otherwise agreed in writing, the General Contractor shall pay to its subcontractor, excluding the Listed Subcontractors, and the subcontractors shall pay to its sub subcontractor within 10 calendar days of the receipt of a progress payment, final payments or receipt of retainage monies, the full amount received for the work of the subcontractor or sub subcontractor based on the work completed or the services rendered under the Contract.
- 9.6.3 The Design Professional will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Design Professional and Owner on account of portions of the Work done by such Subcontractor.
- 9.6.4 Neither the Owner nor Design Professional shall have an obligation to pay or to see the payment of money to a Subcontractor except as may otherwise be required by law.
- 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use of occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors and suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust of shall entitle any person or entity to an award of punitive damages against the contractor for breach of the requirements of this provision.

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9.6.8 As per N.J.S.A. 40A:11-16, county entities entering into a lump sum, single overall contract for construction are required to issue direct checks to the listed sub-contractors (Plumbing and Gas Fitting, HVAC, Electrical, Structural Steel and Ornamental Iron Work See the bid form Section 00410). Monies due the listed subcontractor cannot be paid to the general contractor.

Checks to the listed sub-contractors will be issued only upon written direction from the general contractor verifying the amount to be paid and the quantities of work performed.

THIS DOES NOT CONSTITUTE A CONTRACTURAL RELATIONSHIP BETWEEN THE COUNTY AND THE LISTED SUB-CONTRACTORS, NOR DOES IT IMPLY THAT THE COUNTY "PAYS" THE SUB-CONTRACTOR, NOR DOES IT IN ANY WAY RELIEVE THE GENERAL CONTRACTOR FROM HIS MANAGEMENT OF OR FIDUCIARY RESPONSIBILITIES TO THE LISTED SUB-CONTRACTORS.

9.7 FAILURE OF PAYMENT

9.7.1 If the Design Professional does not issue a Certificate for Payment, through no fault of the Contractor, within seven (7) days after receipt of the Contractor's Application s for Payment, or if the Owner does not pay the Contractor within seven (7) days after the date established in the Contract Documents the amount certified by the Design Professional or awarded by arbitration, then the Contractor may, upon seven additional days' written notice two the Owner and Design Professional, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shut-down, delay, and start-up, plus interest as provided in the Contract Documents. If a payment due under the Prompt Payment Act is not made in a timely manner, the delinquent party shall be liable for the amount of money owed under the contract, plus interest at a rate equal to the prime rate plus 1%.

9.8 SUBSTANTIAL COMPLETION

- 9.8.1 Substantial Completion is the state in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.
- 9.8.2 When the Contractor considers that the Work, or portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Design Professional a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.
- 9.8.3 Upon receipt of the Contractor's list, the Design Professional will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Design Professional's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon

notification by the Design Professional. In such case, the Contractor shall then submit a request for another inspection by the Design Professional to determine Substantial Completion.

- 9.8.4 When the Work or designated portion thereof is substantially complete, the Design Professional will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion or the date of the Certificate of Occupancy whichever is the latter. The Contractor shall guarantee that work or materials provided by Suppliers, Subcontractors or others for use in the project are also bound by this timeline.
- 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and Consent of Surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.
- 9.8.6 The payment at substantial completion shall be sufficient to increase the total payments to 98% of the contract sum, less such amounts as the Design Professional shall determine for all incomplete work and unsettled claims.

9.9 PARTIAL OCCUPANCY OR USE

9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any state when the such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer as required under Clause 11.4.1.5 and authorized by public authorities having jurisdiction of the Work. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Design Professional as provided under Subparagraph 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Design Professional.

- 9.9.2 Immediately prior to such partial occupancy for use, the Owner, Contractor and Design Professional shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
- 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not Complying with the requirements of the Contract Documents.

9.10 FINAL COMPLETION AND FINAL PAYMENT

- 9.10.1 Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final application for Payment, the Design Professional will promptly make such inspection and, when the Design Professional finds the Work acceptable under the Contract Documents and Contract fully performed, the Design Professional will promptly issue a final Certificate for payment stating that the best of the Design Professional's knowledge, information and belief, and on the basis of the Design Professional's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Design Professional's final Certificate for Payment will constitute a further representation that conditions listed in Subparagraph 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.
- 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Design Professional (1) and affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including all costs and reasonable attorney's fees.
- 9.10.3 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from:
- 1. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;
 - 2. failure of the Work to comply with the requirements of the Contract Documents; or
 - 3. terms of special warranties required by the Contract Documents

9.10.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.1 SAFETY PRECAUTIONS AND PROGRAMS

10.1.1 The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with performance of the Contract.

10.2 SAFETY OF PERSONS AND PROPERTY

- 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide protection to prevent damage, injury or loss to:
 - .1 employees on the Work and other persons who may be affected thereby;
 - .2 the Work and materials and equipment to be incorporated therein or which has been incorporated into the Work, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities as well as any other real or personal property not designated for removal, relocation or replacement in the course of construction.
 - .4 the Contractor shall replace all such materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have been entirely or partially paid for by the Owner
- 10.2.2.1 Contractor shall comply with all regulations required by OSHA and PEOSHA.
- 10.2.2.2 The Contractor shall conform to all applicable New Jersey Department of Environmental Protection regulations.
- 10.2.2.3 Contractors must comply with Construction and Environment Standards contained in Federal and State Regulations and other applicable laws.
- 10.2.2.4 It is the Contractor's responsibility to determine the existence of potentially hazardous materials, including lead, to notify the Owner of the presence of such hazardous materials and to protect his workmen and the work area.
- 10.2.2 The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- 10.2.3 The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

- 10.2.4 When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Clauses 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Subsubcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Clauses 10.2.1.2 and 10.2.1.3, except damage or loss attributable to acts or omissions of the Owner or Design Professional or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Paragraph 3.18
- 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Design Professional.
- 10.2.7 The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

10.3 HAZARDOUS MATERIALS

- 10.3.1 The Contractor shall promptly notify the Design Professional and Owner of the presence of hazardous conditions at the site, including the start of hazardous operations or the discovery or exposure of hazardous substances.
- 10.4 The Owner shall not be responsible under Paragraph 10.3 for materials and substances brought to the site by the Contractor unless such materials or substances were required by the Contract Documents.
- 10.5 If, without negligence on part of the Contractor, the Contractor is held liable for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

10.6 EMERGENCIES

10.6.1 In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractors discretion to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provide in Paragraph 4.3 and Article 7.

ARTICLE 11. INSURANCE AND BONDS

11.1 CONTRACTORS LIABILITY

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- 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contract and Owner from claims set forth herein which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by and of them, or by anyone for whose acts any of them may be liable.
- 11.1.2 The insurance required by Subparagraph 11.1.1 shall be written for not less than the limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence of claims-made basis, shall be maintained without interruption from date of commencement of Work until date of final payment and termination of any coverage required to be maintained after final payment.
- 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work. These certificates and the insurance policies required by this Paragraph 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final Application for Payment as required by Subparagraph 9.10.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief.

11.1.4 WORKMEN'S COMPENSATION

11.1.1.4 The Contractor shall take out and maintain Workmen's Compensation insurance to fully protect the OWNER as required by existing law, or as such may be amended during the life of this contract. In case the Contractor shall subcontract any portion of the work, he shall require that all employees of the subcontractor are properly covered by such Workmen's Compensation Insurance. In case any class of employees engaged in hazardous work under this contract is not protected under Workmen's Compensation statue, the Contractor shall provide, and shall cause each subcontractor to provide adequate and suitable insurance for the protection of his employees not otherwise protected.

11.1.5 PUBLIC LIABILITY, PROPERTY, AUTOMOBILE AND ASBESTOS INSURANCE

11.1.5.1 ACCIDENTS, INJURIES, DAMAGES: When necessary for the Contractor, either as principal or by agent or employee, to enter upon the premises or property of the County in order to construct, erect, repair, inspect, make delivery ore remove property hereunder, the Contractor hereby covenants and agrees to take, use, provide and make all proper, necessary and sufficient precaution, safeguards and protection against occurrence or happenings or any accidents, injuries, damages or hurt to any person or property during the progress of the Work herein covered, and to be responsible for, and to indemnify and save harmless the County from the payment of all sums of money by reason of all, or any, such accidents, injuries, damages or hurt that may happen or occur upon or about such work and all fines, penalties and loss incurred for or by any reason of the violation of any city borough ordinance regulation, or the laws of the State of New Jersey or of the United States, while the said work is in progress. Contractor shall carry insurance in accordance

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with provisions in Article of the General Supplementary Conditions of the Contract to indemnify the County against any claim for loss, damage or injury to property or persons arising out of the performance of the Contractor or his employees and agents of the services covered by the contract and the use, misuse, or failure of any equipment used by the Contractor or his employees or agents, and shall provide certificates of such insurance to the County. The aforesaid insurance coverage must remain in effect during the entire contract period and warranty maintenance period.

- 11.1.5.2 When asbestos work is included in the Project, asbestos insurance is required. The Contractor may, at his option, provide on policy in accordance with the limits set forth in these General and Supplementary Conditions for all risk except that related specifically to Asbestos Abatement activities, provided that the Asbestos Contractor supplies liability insurance in the amount specified here under General Liability/Asbestos Abatement Operations. In addition, both the General Contractor and the County of Burlington are to be named as additionally insured on the Asbestos Contractor's policy. If this option is exercised, both policies must be submitted in accordance with the specifications.
- 11.1.5.3 Without restricting the obligations and liabilities assumed under the Contract Documents, the Contractor shall, at his own cost and expense, purchase and maintain in force until final acceptance of his work or the end of the warranty period, the forms of insurance coverage listed herein:

.A INSURANCE CERTIFICATES: Within seven (7) County business days from the date when the Notice of Award is delivered, the bidder to whom the Contract has been awarded shall submit insurance certificates, binders and policies as required. Certificates shall be issued to:

Burlington County Board of Commissioners 49 Rancocas Road Mt. Holly, NJ 08060-6000 Attention: Insurance & Risk Management Division

Failure to submit insurance certificates, binders and policies within the specified time shall constitute a default for which the Board may take whatever actions that are allowed under the Contract.

In the event that the Contractor provides evidence of insurance in the form of certificates of insurance, valid for a period of time less than the period during which the Contractor is required by the terms of this Contract to maintain insurance, said certificates are acceptable, but the Contractor shall be obligated to renew its insurance policies as necessary and to provide new certificates of insurance so that the County is continuously in possession of evidence of the Contractor's insurance in accordance with the foregoing provisions.

However, the original policies of Owner's Protective Policy shall at this time be delivered to the OWNER for its possession.

All policies as hereinafter required shall be so written that the OWNER will be notified of cancellation or restrictive amendment at least thirty (30) days prior to the effective date of such cancellation of amendment.

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- B. REQUIRED INSURANCE: The Contractor shall take out and maintain during the life of this Contract the various types and amounts of all risk insurance as required to protect the Contractor, the OWNER and any subcontractor performing work covered by this Contract from claims for damages or personal injury including accidental death, as well as from claims for property damages which may arise from operations under this Contract, whether such operations be by himself or by any subcontractor or by anyone directly employed by either of them.
- 11.1.5.4ALL INSURANCE COVERAGE LISTED BELOW will be required for every construction project with the exception of item # 6 (GENERAL LIABILITY/ASBESTOS ABATEMENT INSURANCE) which will only be required when hazardous material abatement is included within the scope of work.
 - 1. COMPREHENSIVE GENERAL LIABILITY INSURANCE: The minimum limit of liability shall be \$5,000,000 each occurrence/\$5,000,000 aggregate combined single limit for bodily injury and property damage.
 - 2. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: with minimum limits of liability in the amount of \$5,000,000 per occurrence as a combined single limit for bodily injury and property damage.
 - 3. OWNER'S AND CONTRACTOR'S PROTECTIVE INSURANCE: A separate Owner's and Contractor's Protective Liability Insurance policy shall be provided. The minimum limit of liability shall be \$4,000,000 per occurrence/\$4,000,000 aggregate as a combined single limit for bodily injury and property damage. The policy is to be written for the benefit of the County, its officers and employees; they are to be named as the insured.
 - 4. WORKER'S COMPENSATION AN D EMPLOYER'S LIABILITY INSURANCE: Worker's Compensation Insurance shall be provided in accordance with the requirements of the laws of this State and shall include an all states' endorsement to extend coverage to any state which may be interpreted to have legal jurisdiction. Employer's Liability Insurance shall be provided with the following minimum limits.

\$500,000 Each Accident \$500,000 Disease Each Employee. \$500,000 Disease Aggregate Limit.

- 5. UMBRELLA OR EXCESS POLICY: can be used in conjunction with the primary policies to meet the limits required.
- 6. GENERAL LIABILITY/ASBESTOS ABATEMENT INSURANCE: General Liability/Asbestos Abatement Insurance naming the Owner, Consultant and General Contractor as additionally insured and covering all Asbestos Abatement related operations in connection with the project with limits of \$4,000,000 each and \$4,000,000 aggregate.

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- 7. LIABILITY INSURANCE MAINTENANCE GUARANTEE PERIOD: Liability insurance during the maintenance guarantee period will be required as part of the close out documents of the project, naming the Owner as additionally insured for a period of 24 months or two years commencing with the date of Substantial Completion or the Certificate of Occupancy, which ever is the latter of the project by the County at limits required under a 11.1.1.11, B 1 & 2.
- 8. PROPERTY INSURANCE: Property insurance will be required as follows depending on work being performed, new construction or renovation/installation:

8.A NEW CONSTRUCTION – BUILDERS RISK INSURANCE:

- 1. The Contractor shall purchase and maintain builder's risk insurance on a replacement cost basis with a limit equal to or exceeding the full insurable value of the work. This insurance shall be maintained until Substantial Completion or the Certificate of Occupancy, whichever is the latter of the work by the County of Burlington.
- 2. The Owner and the Contractor must be specifically included as named insureds. Subcontractors and sub-subcontractors shall be included by naming them as additional insureds.
- 3. This builder's risk insurance shall include coverage for the following types of property:
 - .a All structures to be constructed, under construction or already constructed;
 - .b All materials, equipment, machinery and supplies which are to be incorporated into the Project.
 - .c Temporary structures of any nature whatsoever; and
 - .d Underground property, including but not limited to, foundations, pump stations, pipes, drains, tanks and connections.
- 4. The builder's risk insurance shall be written on all-risks policy form.
- 5. Coverage shall be written on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted.

.8B RENOVATIONS/INSTALLATIONS - INSTALLATION FLOATER INSURANCE:

.1 The Contractor shall purchase and maintain an Installation Floater on a replacement cost basis with a limit equal to or exceeding the full insurable value of the work. The insurance shall be maintained until Substantial Completion or the Certificate of Occupancy, whichever is the latter of the work by the County of Burlington.

- .2 The Owner and the Contractor must be specifically included as named insureds. Subcontractors and sub-subcontractors shall be included by naming them as additional insureds.
- .3 This Installation Floater shall include coverage for the following types of property:
 - a. Renovations/installations under construction;
 - b. All materials, equipment, machinery and supplies, which are to be incorporated into the Project.
 - c. Temporary structures of any nature whatsoever; and
 - d. Underground property, including but not limited to, foundations, pump stations, pumps, pipes, drains, tanks and connections.
- .4 The Installation Floater insurance shall be written on an all-risks policy form.
- .5 Coverage shall be written on an agreed value basis. Accordingly, any coinsurance or contribution clause shall be deleted.
- 11.1.6 Insurance coverage in the minimum amounts set forth herein shall not be construed to relieve the Contractor for liability in excess of such coverage, nor does it preclude the County from taking such other actions as are available to it under any other provisions of this Contract or otherwise in law.
- 11.1.7 The Comprehensive General Liability and Comprehensive Automobile Liability policies shall name the Burlington County Board of Chosen Freeholders, its officers and employees as additional insureds.
- 11.1.7 In the event the Contractor fails or refuses to renew its insurance policy or the policy is canceled, terminated, or modified so that the insurance does not meet the requirements of this subsection, the County may refuse to make payment of any further monies due under this Contract or refuse to make payment of monies due or coming due under other contracts between the Contractor and the County. The County may use monies retained under this paragraph to renew the Contractor's insurance for the periods and amounts referred to above. Alternately, the County may default the Contractor and direct the surety to complete the Project. During any period when the required insurance is not in effect, the County may suspend performance of the Contract. If the Contract is so suspended, additional compensation or extension of Contract Time is not due on account thereof.
- 11.4.11 Partial occupancy or use in accordance with Paragraph 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

- 11.5.1 The Contractor shall provide both a Performance and a Payment Bond covering faithful performance of the Contract and payment of obligations arising there under as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.
- 11.5.2 PERFORMANCE AND PAYMENT BOND REQUIREMENTS: Within ten (10) days of the date of the notice of intent to award a contract to the bidder, the bidder must submit a performance bond in an amount equal to 100% of the contract amount to the County of Burlington, via the County's representative.

The Performance and Payment Bond must be drawn to the Board of Commissioners of the County of Burlington in an amount equal to the contract amount. It must be provided in substantially the format as found at N.J.S.A. 2A: 44-147, a copy of which is included in these specifications.

No Performance Payment Bond will be accepted by the Board of Commissioners unless there is attached thereto a Surety Disclosure Statement and Certification in substantially the form provided in these Section 00490.

The submission of a fully compliant Payment and Performance Bond is required prior to the County's issuance of a Purchase Order by the County and a Notice to Proceed by the County's Representative.

- 11.5.3 QUALIFICATIONS OF SURETY ISSUING A PAYMENT AND PERFORMANCE BOND: In accordance with N.J.S.A. 2A: 44-143, the Surety issuing the Payment and Performance Bond must meet the following qualifications which vary according to the amount of the Payment and Performance Bond required.
 - .1 SURETY REQUIREMENTS FOR ALL BONDS-ALL AMOUNTS: For all Payment and Performance Bonds, no matter what the amount, the surety must have the minimum surplus and capital stock or net cash assets required by N.J.S.A. 17: 17-6 (Capital required for stock company) or N.J.S.A. 17:17-7 (Capital required for mutual company) whichever is appropriate at the time the solicitation for bids is issued.
 - .2 SURETY REQUIREMENTS FOR BONDS AMOUNTS BETWEEN \$850,000 AND \$3.5 MILLION: For Payment and Performance Bonds in these amounts, the Surety must, in addition to requirements listed above, provide the following:
 - a. A CURRENT CERTIFICATE OF AUTHORITY issued by the United States Secretary of the Treasury pursuant to 31 U.S.C. Section 9350 that is valid in the State of New Jersey as listed annually in the United States Treasury Circular 570

or

b. CERTIFICATION OF OPERATION AND RATING which states that the surety has been operational for a period in excess of five years and is rated by one of the rating companies listed in N.J.A.C. 11:1-41.3 in one of three highest rating categories set forth

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in Appendix A to the same regulation promulgated by the New Jersey Commissioner of Insurance.

- .3 SURETY REQUIREMENTS FOR BOND AMOUNTS OVER \$3.5 MILLION: For Payment and Performance Bonds in these amounts, the Surety must, in addition to requirements listed above, provide the following:
 - (a) A CURRENT CERTIFICATE OF AUTHORITY (As defined above in .2)

and

(b) CERTIFICATION OF OPERATION AND RATING (As defined above in .2)

Note: If the surety for bonds in excess of \$3.5 million does not hold a certificate of authority issued by the United States Secretary of the Treasury, said surety is exempt from the requirement to hold such a certificate if the surety meets the standards of the New Jersey Commissioner of Insurance and is listed by the New Jersey Department of Insurance as an acceptable surety for provision of bonds on public works contract.

- 11.5.4 MAINTENANCE BOND: The Contractor shall provide a Maintenance Bond as specified below:
- 11.5.4.1 Before final payment is made, the Contractor shall furnish a Maintenance Bond or Guarantee made in favor of the County of Burlington in a sum equal to fifteen percent (100%) of the total contract price, including all supplemental and extra work performed on the project, as delineated in approved change orders furnished by the Contractor.
- 11.5.4.2 The Form of Maintenance Bond or Guarantee and the Surety Company providing said Bond or Guarantee shall be satisfactory to the County of Burlington. The Maintenance or Guarantee Bonds shall remain in full force and effect for a period of two (2) years from the date of Substantial Completion or the Certificate of Occupancy whichever is the latter (not substantial completion) of the project by the County. The date of which shall be established by the Design Professional.
- 11.5.4.3 The Maintenance Bond or Guarantee shall provide that the Contractor guarantees to replace for said period of two (2) years all work performed and all materials furnished according to the terms and performance requirements of the contract, and make good defects thereof which have become apparent before the expiration of the said period of two (2) years.
- 11.5.4.4 If in the judgment of the Design Professional, any part of the project needs to be replaced, repaired or made good during the specified Maintenance Bond or guarantee period, the Design Professional will so notify the Contractor in writing. If the Contractor refuses or neglects to start such work within five (5) days from the date of service of such notice or at such other time as the Design Professional may direct, or if the Contractor fails to complete such work within the time prescribed by the Design Professional, the County will have the work done by others and the cost thereof shall be paid by the Contractor or its Surety. Before the Surety is released from its Maintenance Bond or Guarantee, the

Design Professional shall certify in writing that the foregoing obligation has been duly performed.

12.2 UNCOVERING AND CORRECTION OF WORK

12.1 UNCOVERING OF WORK

- 12.1.1 If a portion of the Work is covered contrary to the Design Professionals Request or to requirements specifically expressed in the Contract Documents, it must if required in writing by the Design Professional, be uncovered for the Design Professional's examination and be replaced at the contractors expense without change in the Contract Time
- 12.1.2 If a portion of the Work has been covered which the Design Professional has not specifically required to examine prior to its being covered, the Design Professional may request to see such work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such work is not in accordance with the Contract Documents, correction shall be at the Contractor's expense unless the condition was caused by the owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

12.2 **CORRECTION OF WORK**

12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

12.2.2.1 In addition of the Contractor's obligations under Paragraph 3.5, if, within two-years after the date of final acceptance after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Design Professional, the Owner may correct it in accordance with Paragraph 2.4.

12.2.2 **AFTER SUBSTANTIAL COMPLETION**

12.2.2.1 In addition to the Contractor's obligations under Paragraph 3.5, if, within two years after the date of Substantial Completion of the Work or designated portion thereof of after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, and of the Work is found to be not in accordance with the Requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the contractor written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction of the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time

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during that period after receipt of notice from the Owner of Design Professional, the Owner may correct if in accordance with Paragraph 2.4.

- 12.2.2.2 The two-year period for correction of Work shall be extended with respect to portions of Work first performed after Final Acceptance by the period of time between Final Acceptance and the actual performance of the Work.
- 12.2.3 The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
- 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
- 12.2.5 Nothing contained in this Paragraph 12.2 shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents. Establishment of the two-year period for correction of Work as described in Subparagraph 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

12.3 **ACCEPTANCE OF NONCONFORMING WORK**

12.3.1 If the Owner prefers to accept Work which is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustments shall be effected whether or not final payment has been made.

13.1 MISCELLANEOUS PROVISIONS

13.1.1 The contract shall be governed by and construed in accordance with the laws of the State of New Jersey, including but not limited to the Local Public Contracts Law, N.J.S.A. 40A;11-1 et seq., and the regulations of the Department of Community Affairs, at N.J.A.C 5:34-1 et seq. Funding all contracts are subject to the availability and appropriation of funds

13.2.1 SUCCESSORS AND ASSIGNS

13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract as a whole without written consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

13.3 WRITTEN NOTICE:

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Written notice shall be deemed to have been duly served if delivered by registered or certified mail to the last business address known to the party giving notice.

13.4 **RIGHTS AND REMEDIES**

- 13.4.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties obligations, rights, and remedies otherwise imposed or available by law.
- No action or failure to act by the Owner, Design Professional or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

13.5 **TESTS AND INSPECTIONS**

- 13.5.1 Tests, inspections and approvals of portions of the Work required by the Contract Documents or by laws, ordinances, rules, regulations or orders of public authorities having jurisdiction shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Design Professional timely notice of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. The Owner shall bear costs of tests, inspections or approvals which do not be requirements until after bids are received.
- 13.5.2 If the Design Professional, Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under subparagraph 13.5.1, the Design Professional will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Design Professional of when and where tests and inspections are to be made so that the Design Professional may be present for such procedures. Such costs, except as provided in Subparagraph 13.5.3 shall be at the Owner's expense.
- 13.5.3 If such procedures for testing, inspection or approval under Subparagraphs 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure including those of repeated procedures and compensation for the Design Professional's services and expenses shall be at Contractor's expense.
- Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Design Professional.
- If the Design Professional is to observe tests, inspections or approvals required by the Contract Documents, the Design Professional will do so promptly and, where practicable, at the normal place of testing.

13.6 INTEREST

- 13.6.1 The Contractor shall not be entitled to any payment of interest for any reason, action, or inaction by the Design Professional or Owner with the exception of interest permissible within the Prompt Payment Act N.J.S.A. 2A: 30A-1.
- 13.6.2 Any payments withheld for time delays, faulty materials, or workmanship, shall not bear interest for period of delay or non-acceptance.

13.7 COMMENCEMENT OF STATUTORY LIMITATION PERIOD

- 13.7.1 As between the Owner and Contractor:
- 1. Before Substantial Completion. As to acts or failures to act occurring prior to the relevant date of Substantial Completion, and applicable statues of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events no later than such date of Substantial Completion
- 2. Between Substantial Completion and Final Certificate for Payment. As to acts or failures to act occurring subsequent to the relevant date of Substantial Completion, and prior to issuance of the final Certificate for Payment, and applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of issuance of the final Certificate for Payment; and
- 3. After Final Certificate for Payment. As to acts or failures to act occurring after the relevant date of issuance of the final certificate for Payment, and applicable statue of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued in any and all events not later than the date of any act or failure to act by the Contractor pursuant to any Warranty provide under Paragraph 3.5, the date of any correction of the Work or failure to correct the Work by the Contractor under Paragraph 12.2, or the date of actual commission of any other act or failure to perform and duty or obligation by the Contractor or Owner, whichever occurs last.

ARTICLE 14. TERMINATION OR SUSPENSION OF THE CONTRACT

14.2 TERMINATION BY THE OWNER FOR CAUSE

- 14.2.1 The Owner may terminate the Contract of the Contractor:
- 1. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials
- 2. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and Subcontractors
- 3. persistently disregards laws, ordinances, or rules, regulations, or orders of a public authority having jurisdiction; or
 - 4. otherwise is quilty of substantial breach of a provision of the Contract Documents.
- 14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety.
- .1 take possession of the site and of all materials, equipment, tools and construction equipment and machinery thereon owned by the Contractor;

- .2 accept assignment of subcontracts pursuant to Paragraph 5.4; and
- .3 finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.
- 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Subparagraph 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.
- 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Design Professional's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the contractor. If such costs damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Design Professional, upon application, and this obligation for payment shall survive termination of the Contract.

14.3 SUSPENSION BY THE OWNER FOR CONVIENENCE

- 14.3.1 The Owner may, without cause, order the contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
- 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay or interruption as described in Subparagraph 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent:
- 1. that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible; or
- 2. that an equitable adjustment is made or denied under another provision of the Contract.

14.4 TERMINATION BY THE OWNER FOR CONVENIENCE

- 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convince and without cause. The Contractor shall:
 - 1. cease operations as directed by the Owner in the notice;
- 2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- 3. except for Work directed to be performed prior to the effective date of termination state in the notice, terminate all existing subcontractors and purchase orders and enter into no further subcontracts and purchase orders.
- 14.4.3 In case of such termination of the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit of the Work not executed.

END OF SECTION 00300 - SUPPLEMENTARY GENERAL CONDITIONS

SECTION 00410 BID FORM

Bids Due:

April 17, 2025 at 10:30 am (Local Time)

Submit Bids Electronically at https://burlcobids.ionwave.net.

PROJECT NAME:

Addition & Alterations
Department of Public Works
10 Hartford Road
Delran, NJ

PROJECT CONTRACT DOCUMENTS:

DATE: March 12, 2025

ARCHITECTURAL CONSULTANTS: NETTA Architects.

ARCHITECT'S ID NUMBER: 2241869

COUNTY ID NUMBER: CPU-25-0009

PROJECT SCOPE OF WORK:

The project scope will consist of the following:

- Demolition, Expansion, and Reconstruction of the Brick Office area at the front of the Structure.
- Removal and Replacement of the Insulated Wall Panels
- Removal and Replacement of the Existing Metal Roof Panels

Trades Required:

- General Construction
- Plumbing
- Electrical
- Mechanical
- Structural Steel

SUBMIT BIDS TO:

Bids shall be submitted at https://burlcobids.ionwave.net. Bids must be electronically submitted to the County of Burlington on or before the time and date specified in the Advertisement for Bids. Bids shall not be accepted after the time and date specified.

TOTAL BASE BID:

THIS BID FOR THE ADDITION & ALTERATIONS DEPARTMENT OF PUBLIC WORKS 10 HARTFORD ROAD, DELRAN, NJ 08075 AS SPECIFIED IN THE CONTRACT DOCUMENTS INCLUDING ALL ADDENDA IS SUBMITED AS FOLLOWS:

TOTAL BASE BID:

Submit Base Bid at https://burlcobids.ionwave.net

ALLOWANCES:

THE TOTAL LUMP SUM BID SHALL INCLUDE THE FOLLOWING AMOUNTS:

General Construction Allowance:\$125,000Electrical Allowance:\$60,000Mechanical Allowance:\$35,000Plumbing Allowance:\$15,000

LINE ITEM AMOUNTS:

THE CONTRACTOR SHALL STATE THE AMOUNT, WHICH IS INCLUDED IN THE BASE BID, BUT CAN BE ATTRIBUTED TO EACH OF THE FOLLOWING LINE ITEMS.

LINE ITEM AMOUNTS ARE NOT APPLICABLE TO THIS PROJECT

UNIT PRICES:

SHOULD CONDITIONS REQUIRE CHANGES IN THE WORK, THE UNDERSIGNED AGREES THAT THE FOLLOWING SUPPLEMENTAL UNIT PRICES WILL BE THE BASIS OF COMPENSATION. FOR DECREASES IN THE WORK, THE UNIT PRICE SHALL BE THE SOLE BASIS, WHILE FOR INCREASES IN THE WORK, THE GENERAL CONTRACTOR SHALL BE PERMITTED TO ADD AN ADDITIONAL OVERHEAD AND PROFIT IN COMPLIANCE WITH ARTICLE 7.3.10 OF THE SUPPLEMENTARY GENERAL CONDITIONS.

SEE SPECIFICATIONS SPEC SECTION OF UNIT PRICES FOR MORE DETAILS ON SCOPE OF UNIT PRICES.

UNIT PRICES ARE NOT APPLICABLE TO THIS PROJECT

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BID FORM

TOTAL LUMP SUM BID:

THIS BID, ADDITION & ALTERATIONS DEPARTMENT OF PUBLIC WORKS 10 HARTFORD ROAD, DELRAN, NJ 08075. AS SPECIFIED IN THE CONTRACT DOCUMENTS INCLUDING ALLOWANCES, AMENDMENTS, ALL ADDENDA, LINE ITEM AMOUNTS AND UNIT PRICES

IS SUBMITTED AS FOLLOWS:

TOTAL LUMP SUM BID:

Submit Total Bid at https://burlcobids.ionwave.net

ALTERNATES: N/A

Bidders must include prices for the base bid, total lump sum bid, and all listed alternate bids listed below and described in section 01230 – 3.1 Schedule of Alternates.

At the County's sole discretion, alternates may be awarded. If alternates are awarded, they shall be selected and included in the award of contract in the order in which they are listed on the Bid Form.

SCHEDULE OF ALTERNATES:

ALTERNATES ARE NOT APPLICABLE TO THIS PROJECT

IMPORTANT NOTE: Bidders shall be required to complete the Bid Form Agreement located under the Attributes tab within the solicitation at https://burlcobids.ionwave.net.

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BID FORM

LISTED CONTRACTORS AND SUBCONTRACTORS:

In accordance with N.J.S.A. 40A:11-16 of the Local Public Contracts Law, Bidders shall list the name, address, and phone number of subcontractors with whom the Bidder will subcontract work to any of the trades listed below. Where applicable, current licenses of the named subcontractors must be submitted with the bid simultaneously with the list of subcontractors.

If a Bidder will contract with more than one subcontractor for any of the trades listed below, the Bidder shall submit with his bid a certificate signed by the Bidder listing each subcontractor to be used in that trade. The certificate shall set forth the scope of work, goods and services for which the subcontractor has submitted a price quote and which the Bidder has agreed to award to each subcontractor should the Bidder be awarded the contract. The certificate shall be submitted with the bid. The certificate may take the form of a single certificate listing all subcontractors, or, alternatively, a separate certificate may be submitted for each subcontractor. If a Bidder does not submit a certificate or certificates with the bid to the contracting unit when more than one subcontractor will be hired in one of the following trades, the contracting unit shall award the contract to the next responsive bidder.

Bidders shall list the name, address, and phone number of subcontractors with whom the Bidders will subcontract work to any of the trades listed below under the **Attributes** tab within the solicitation at https://burlcobids.ionwave.net. Bidder shall attach copies of all subcontractor documentation required as per the specifications under the **Response Attachments** tab within the solicitation at https://burlcobids.ionwave.net.

TRADE (S) REQUIRED FOR THE PROJECT: Electrical

Plumbing

Heating Ventilation and Air Conditioning

Structural Steel

INSURANCE STATEMENT:

The Contractor must comply with the insurance requirements stated in this bid solicitation: <u>SECTION</u> <u>00300 SUPPLEMENTARY GENERAL CONDITIONS ARTICLE 11. INSURANCE AND BONDS.</u>

As part of this bid submission, the Contractor shall attach a written statement from the Contractor's insurance broker that they will, upon successful award of this contract to their client, supply the bidder with insurance in the limits as required herein. The statement shall be attached under the Response Attachments tab located within the solicitation at https://burlcobids.ionwave.net.

***END OF SECTION 00410 - BID FORM ***

SECTION 00560 RESPONSIBLE CONTRACTOR POLICY

Bidder shall complete the Responsible Contractor and Subcontractor Policy Certification (Section 00560) and submit the Certification with the bid. Failure to submit the executed Certification with the bid is a material deviation and shall result in rejection of the bid. Bidders shall complete the Responsible Contractor and Subcontractor Policy Certifications and submit them under the Response Attachments tab within the solicitation at https://burlcobids.ionwave.net/.

The Subcontractors required to be listed in the bid by operation of N.J.S.A. 40A:11-16 * shall complete the Responsible Contractor and Subcontractor Policy Certification. The Bidder shall submit these executed Responsible Contractor and Subcontractor Policy Certifications with his bid. Failure to submit said executed Responsible Contractor and Subcontractor Policy Certifications with his bid is a material deviation and shall result in rejection of the bid.

All other Subcontractors hired by either 1) the Contractor or 2) the Subcontractors who are required to be listed by operation of N.J.S.A. 40A:11-16 shall complete a Responsible Contractor and Subcontractor Policy Certification and submit it to the Contractor before providing any work on the Project. The Contractor shall have the responsibility to collect the Responsible Contractor and Subcontractor Policy Certifications and to submit them to the Burlington County Purchasing Agent, 49 Rancocas Road, Mount Holly, New Jersey 08060. Failure of the Contractor to submit each Certification to the Purchasing Agent within ten days of receipt will be subject the Contractor to a penalty of five hundred dollars (\$500.00). Please see attached matrix for a complete listing of all penalties.

- * The Subcontractors required to be listed in the bid by operation of N.J.S.A. 40A:11-16 are:
- 1. Plumbing
- 2. Heating, Ventilating, and Air Conditioning
- 3. Electrical
- 4. Structural Steel

*** END OF SECTION 00560 - RESPONSIBLE CONTRACTOR POLICY ***

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RESPONSIBLE CONTRACTOR POLICY

Section 00560

BURLINGTON COUNTY

RESPONSIBLE CONTRACTOR AND SUBCONTRACTOR POLICY CERTIFICATION

Contr	act titled:		(CPU-25-00	009)
	I,(name)	, certify tha	at the following statements	made by me are true:
1.	I am the	(title)	of(name of company)	_ and as such have authority to
to bin	d my firm to compl	iance with the E	Burlington County Respons	sible Contractor Policy and
the Bi	urlinaton County R	esponsible Sub	contractor Policy.	

- 2. My firm and all subcontractors hired by my firm providing work on this contract shall be responsible contractors or subcontractors with sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. My firm has a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics.
- 3. As a condition of performing work on public works contracts in excess of \$2,000.00 but less than \$499,999.00 total cost of project, my firm and each subcontractor hired by my firm when performing work on the project shall have at least one (1) employee who has successfully completed OSHA 10-hour construction safety and health course onsite. As a condition of performing work on public works contracts of \$500,000.00 or more total cost of project, my firm and each subcontractor when performing work on the project shall have at least one (1) employee who has successfully completed OSHA 30-hour construction safety and health course onsite.
- 4. Prior to the award of contract, I shall for my firm and for subcontractors hired by my firm that will perform significant work on this project provide evidence of and confirm compliance with proof of participation in an Apprenticeship Program currently registered and approved by the United States Department of Labor (USDL) or the New Jersey Department of Labor or certify below a statement of agreement not to employ any worker of less than journeyman status on the project.

Addition & Alterations Department of Public Works 10 Hartford Road Delran, NJ RESPONSIBLE CONTRACTOR POLICY

I certify that my firm will not employ any worker of less than journeyman status on the project.

 (signature)	

- 5. All Apprenticeship Programs shall meet the criteria set forth in Paragraph 6i below.
- 6. I further certify to the following facts regarding my firm's past performance and work history and its current qualifications and performance capabilities:
- a. My firm has all valid, effective licenses, registrations or certificates required by federal, state, county, or local law, including, but not limited to, licenses, registrations, or certificates required to: (1) do business in the designated locale; and (2) perform the contract work it seeks to perform. These shall include, but not be limited to, licenses, registrations or certificates for any type of trade work or specialty work which the firm proposes to self-perform.
- b. My firm meets the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including, but not limited to, general liability insurance, workers compensation insurance and unemployment insurance requirements.
- c. My firm has not been debarred by any federal, state or local government agency or authority in the past three years.
 - d. My firm has not defaulted on any project in the past three years.
- e. My firm has not had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three years.
- f. My firm has not been cited for a willful violation of federal or state safety laws in the past three years.
- g. My firm and/or its owners have not been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past three years.
 - h. My firm will pay all craft employees that it employs on the project the current wage rates and

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benefits as required under applicable Federal or State prevailing wage laws.

i. My firm participates in an Apprenticeship Program that is currently registered with the United States Department of Labor or a state apprenticeship agency for each craft or trade in which it hires apprentices. Proof of this participation is attached to this Certification. My firm shall continue to participate in applicable apprenticeship programs for the full duration of the contract work.

The Apprenticeship Program in which my firm participates meets the following criteria:

- 1) The program has graduated at least one (1) enrollee in each of the past three years. If the Program has not been in existence for three years, this requirement shall not apply until the Program has been in existence for three years. At that time, compliance with this criteria is required.
- 2) The program has graduated at least seventy-five (75) percent of program enrollees in each of the past three years.*
- * Graduation rates for any particular year shall be calculated based on the number of enrollees who graduated in a given year divided by the total number of enrollees (and former enrollees) who could have been eligible to graduate in that year had they remained enrolled and timely completed the program. The term "total number of enrollees" shall be computed by counting the total number of persons enrolled in approved Apprenticeship Programs for each separate trade or craft approved by the State of New Jersey. For example, the total number of enrollees in the electrical trade would consist of all persons currently enrolled in an approved Apprenticeship Program for electricians in the State of New Jersey. If the New Jersey based trade or craft, conducts education classes outside the State, those attendees shall count as enrollees for purposes of this subparagraph. Enrollees who withdraw for reasons of military service, residence relocation, death, sickness, or hardship as approved by the teaching staff shall not be counted as enrollees for the purposes of calculating the graduation rate.

j.	All workers and employees	hired by my firm is provided with health and hospital insurance plans
and an ERISA	compliant retirement plan to	its employees.
I, true. I am awa	(name)	certify that the foregoing statements made by me are statements made by me are willfully false, I am
subject to punis	shment.	
		(signature)
		(print name)
		(title)

Addition & Alterations
Department of Public Works
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SECTION 078100 - APPLIED FIREPROOFING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes concealed sprayed fire-resistive materials (SFRM).

1.3 ACTION SUBMITTALS

A. Product Data: For each type of product.

1.4 INFORMATIONAL SUBMITTALS

- A. Product Certificates: For each type of fireproofing.
- B. Evaluation Reports: For fireproofing, from ICC-ES.
- C. Preconstruction Test Reports: For fireproofing.
- D. Field quality-control reports.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: A firm or individual certified, licensed, or otherwise qualified by fireproofing manufacturer as experienced and with sufficient trained staff to install manufacturer's products according to specified requirements.

1.6 FIELD CONDITIONS

- A. Environmental Limitations: Do not apply fireproofing when ambient or substrate temperature is 44 deg F or lower unless temporary protection and heat are provided to maintain temperature at or above this level for 24 hours before, during, and for 24 hours after product application.
- B. Ventilation: Ventilate building spaces during and after application of fireproofing, providing complete air exchanges according to manufacturer's written instructions. Use natural means or, if they are inadequate, forced-air circulation until fireproofing dries thoroughly.

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PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

- A. Assemblies: Provide fireproofing, including auxiliary materials, according to requirements of each fire-resistance design and manufacturer's written instructions.
- B. Source Limitations: Obtain fireproofing from single source.
- C. Fire-Resistance Design: Indicated on Drawings, tested according to ASTM E 119 or UL 263 by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - 1. Steel members are to be considered unrestrained unless specifically noted otherwise.
- D. Asbestos: Provide products containing no detectable asbestos.

2.2 SPRAYED FIRE-RESISTIVE MATERIALS

- A. SFRM: Manufacturer's standard, factory-mixed, lightweight, dry formulation, complying with indicated fire-resistance design, and mixed with water at Project site to form a slurry or mortar before conveyance and application.
 - 1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following or equal:
 - a. Carboline Company, subsidiary of RPM International, Fireproofing Products Div.; Pyrolite 22.
 - b. Grace, W. R. & Co. Conn.; Grace Construction Products; Monokote MK-6 Series Monokote Z106/G.
 - c. Isolatek International; Cafco 300.
 - 2. Bond Strength: Minimum 150-lbf/sq. ft. cohesive and adhesive strength based on field testing according to ASTM E 736.
 - 3. Density: Not less than 15 lb/cu. ft. and as specified in the approved fire-resistance design, according to ASTM E 605.
 - 4. Thickness: As required for fire-resistance design indicated, measured according to requirements of fire-resistance design or ASTM E 605, whichever is thicker, but not less than 0.375 inch.
 - 5. Combustion Characteristics: ASTM E 136.
 - 6. Surface-Burning Characteristics: Comply with ASTM E 84; testing by a qualified testing agency. Identify products with appropriate markings of applicable testing agency.
 - a. Flame-Spread Index: 10 or less.
 - b. Smoke-Developed Index: 10 or less.
 - 7. Compressive Strength: Minimum 10 lbf/sq. in. according to ASTM E 761.
 - 8. Corrosion Resistance: No evidence of corrosion according to ASTM E 937.
 - 9. Deflection: No cracking, spalling, or delamination according to ASTM E 759.
 - 10. Air Erosion: Maximum weight loss of 0.025 g/sq. ft. in 24 hours according to ASTM E 859.

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2.3 AUXILIARY MATERIALS

- A. General: Provide auxiliary materials that are compatible with fireproofing and substrates and are approved by UL or another testing and inspecting agency acceptable to authorities having jurisdiction for use in fire-resistance designs indicated.
- B. Substrate Primers: Primers approved by fireproofing manufacturer and complying with one or both of the following requirements:
 - 1. Primer and substrate are identical to those tested in required fire-resistance design by UL or another testing and inspecting agency acceptable to authorities having jurisdiction.
 - 2. Primer's bond strength in required fire-resistance design complies with specified bond strength for fireproofing and with requirements in UL's "Fire Resistance Directory" or in the listings of another qualified testing agency acceptable to authorities having jurisdiction, based on a series of bond tests according to ASTM E 736.
- C. Bonding Agent: Product approved by fireproofing manufacturer and complying with requirements in UL's "Fire Resistance Directory" or in the listings of another qualified testing agency acceptable to authorities having jurisdiction.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for substrates and other conditions affecting performance of the Work and according to each fire-resistance design. Verify compliance with the following:
 - 1. Substrates are free of dirt, oil, grease, release agents, rolling compounds, mill scale, loose scale, incompatible primers, paints, and encapsulants, or other foreign substances capable of impairing bond of fireproofing with substrates under conditions of normal use or fire exposure.
 - 2. Objects penetrating fireproofing, including clips, hangers, support sleeves, and similar items, are securely attached to substrates.
 - 3. Substrates receiving fireproofing are not obstructed by ducts, piping, equipment, or other suspended construction that will interfere with fireproofing application.
- B. Verify that concrete work on steel deck has been completed before beginning fireproofing work.
- C. Verify that roof construction, installation of roof-top HVAC equipment, and other related work is complete before beginning fireproofing work.
- D. Conduct tests according to fireproofing manufacturer's written recommendations to verify that substrates are free of substances capable of interfering with bond.
- E. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- F. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.2 PREPARATION

- A. Remove existing fireproofing material.
- B. Cover other work subject to damage from fallout or overspray of fireproofing materials during application.
- C. Clean substrates of substances that could impair bond of fireproofing.
- D. Prime substrates where included in fire-resistance design and where recommended in writing by fireproofing manufacturer unless compatible shop primer has been applied and is in satisfactory condition to receive fireproofing.
- E. For applications visible on completion of Project, repair substrates to remove surface imperfections that could affect uniformity of texture and thickness in finished surface of fireproofing. Remove minor projections and fill voids that would telegraph through fire-resistive products after application.

3.3 APPLICATION

- A. Construct fireproofing assemblies that are identical to fire-resistance design indicated and products as specified, tested, and substantiated by test reports; for thickness, primers, sealers, topcoats, finishing, and other materials and procedures affecting fireproofing work.
- B. Comply with fireproofing manufacturer's written instructions for mixing materials, application procedures, and types of equipment used to mix, convey, and apply fireproofing; as applicable to particular conditions of installation and as required to achieve fire-resistance ratings indicated.
- C. Coordinate application of fireproofing with other construction to minimize need to cut or remove fireproofing.
 - 1. Do not begin applying fireproofing until clips, hangers, supports, sleeves, and other items penetrating fireproofing are in place.
 - 2. Defer installing ducts, piping, and other items that would interfere with applying fireproofing until application of fireproofing is completed.

D. Metal Decks:

- 1. Do not apply fireproofing to underside of metal deck substrates until concrete topping, if any, has been completed.
- 2. Do not apply fireproofing to underside of metal roof deck until roofing has been completed; prohibit roof traffic during application and drying of fireproofing.
- E. Install auxiliary materials as required, as detailed, and according to fire-resistance design and fireproofing manufacturer's written recommendations for conditions of exposure and intended use. For auxiliary materials, use attachment and anchorage devices of type recommended in writing by fireproofing manufacturer.
- F. Spray apply fireproofing to maximum extent possible. Following the spraying operation in each area, complete the coverage by trowel application or other placement method recommended in writing by fireproofing manufacturer.

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- G. Extend fireproofing in full thickness over entire area of each substrate to be protected.
- H. Install body of fireproofing in a single course unless otherwise recommended in writing by fireproofing manufacturer.
- I. Where sealers are used, apply products that are tinted to differentiate them from fireproofing over which they are applied.
- J. Provide a uniform finish complying with description indicated for each type of fireproofing material and matching finish approved for required mockups.
- K. Cure fireproofing according to fireproofing manufacturer's written recommendations.
- L. Do not install enclosing or concealing construction until after fireproofing has been applied, inspected, and tested and corrections have been made to deficient applications.

3.4 FIELD QUALITY CONTROL

- A. Special Inspections: Owner will engage a qualified special inspector to perform the following special inspections:
 - 1. Test and inspect as required by the IBC, 1704.10.
- B. Perform the tests and inspections of completed Work in successive stages. Do not proceed with application of fireproofing for the next area until test results for previously completed applications of fireproofing show compliance with requirements. Tested values must equal or exceed values as specified and as indicated and required for approved fire-resistance design.
- C. Fireproofing will be considered defective if it does not pass tests and inspections.
 - 1. Remove and replace fireproofing that does not pass tests and inspections, and retest.
 - 2. Apply additional fireproofing, per manufacturer's written instructions, where test results indicate insufficient thickness, and retest.
- D. Prepare test and inspection reports.

3.5 CLEANING, PROTECTING, AND REPAIRING

- A. Cleaning: Immediately after completing spraying operations in each containable area of Project, remove material overspray and fallout from surfaces of other construction and clean exposed surfaces to remove evidence of soiling.
- B. Protect fireproofing, according to advice of manufacturer and Installer, from damage resulting from construction operations or other causes, so fireproofing will be without damage or deterioration at time of Substantial Completion.
- C. As installation of other construction proceeds, inspect fireproofing and repair damaged areas and fireproofing removed due to work of other trades.
- D. Repair fireproofing damaged by other work before concealing it with other construction.

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E. Repair fireproofing by reapplying it using same method as original installation or using manufacturer's recommended trowel-applied product.

END OF SECTION 078100

ADDITION & ALTERATIONS BURLINGTON COUNTY DEPARTMENT OF PUBLIC WORKS 10 HARTFORD ROAD, DELRAN TWP, NEW JERSEY 08075



BURLINGTON COUNTY BOARD OF COMMISSIONERS

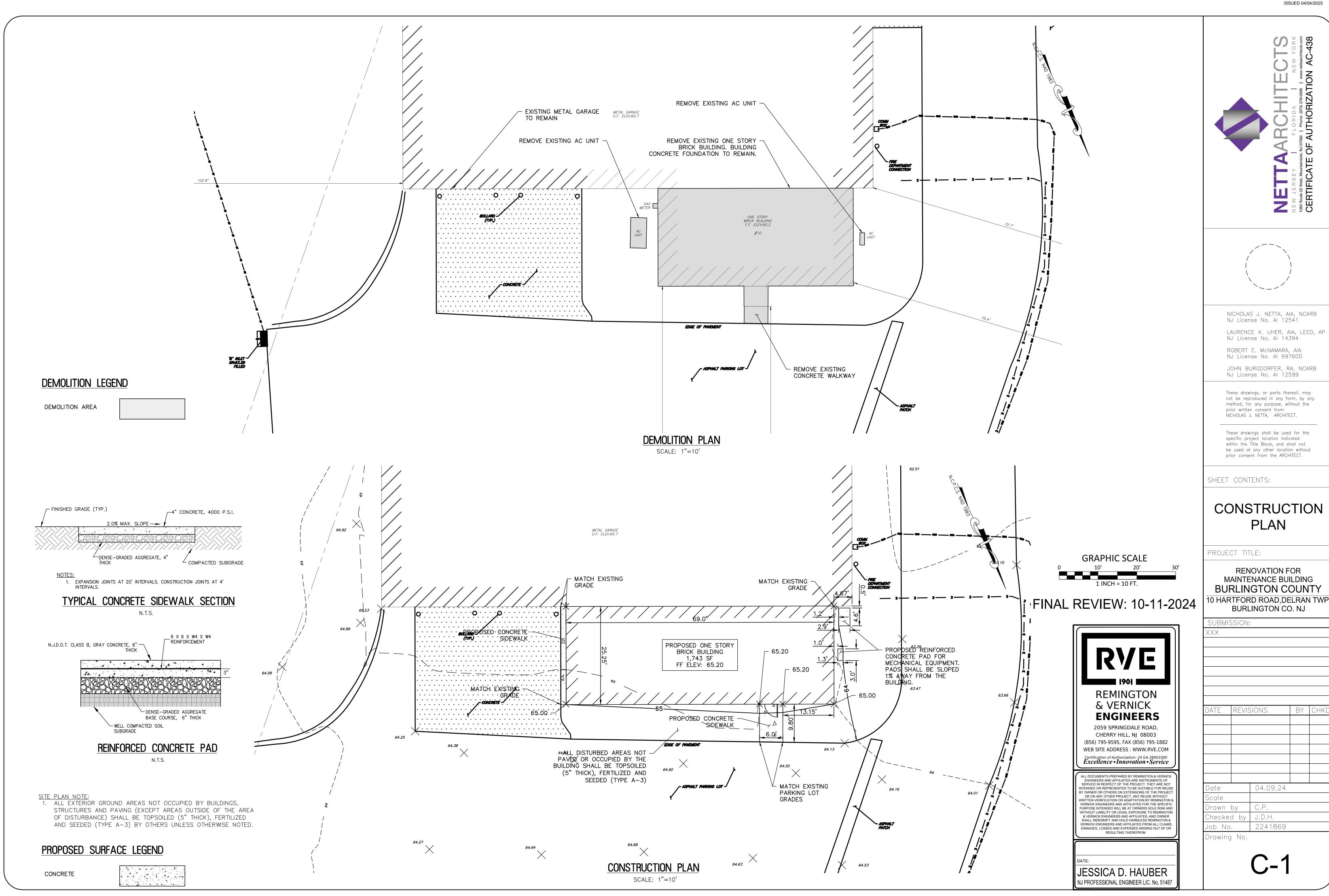
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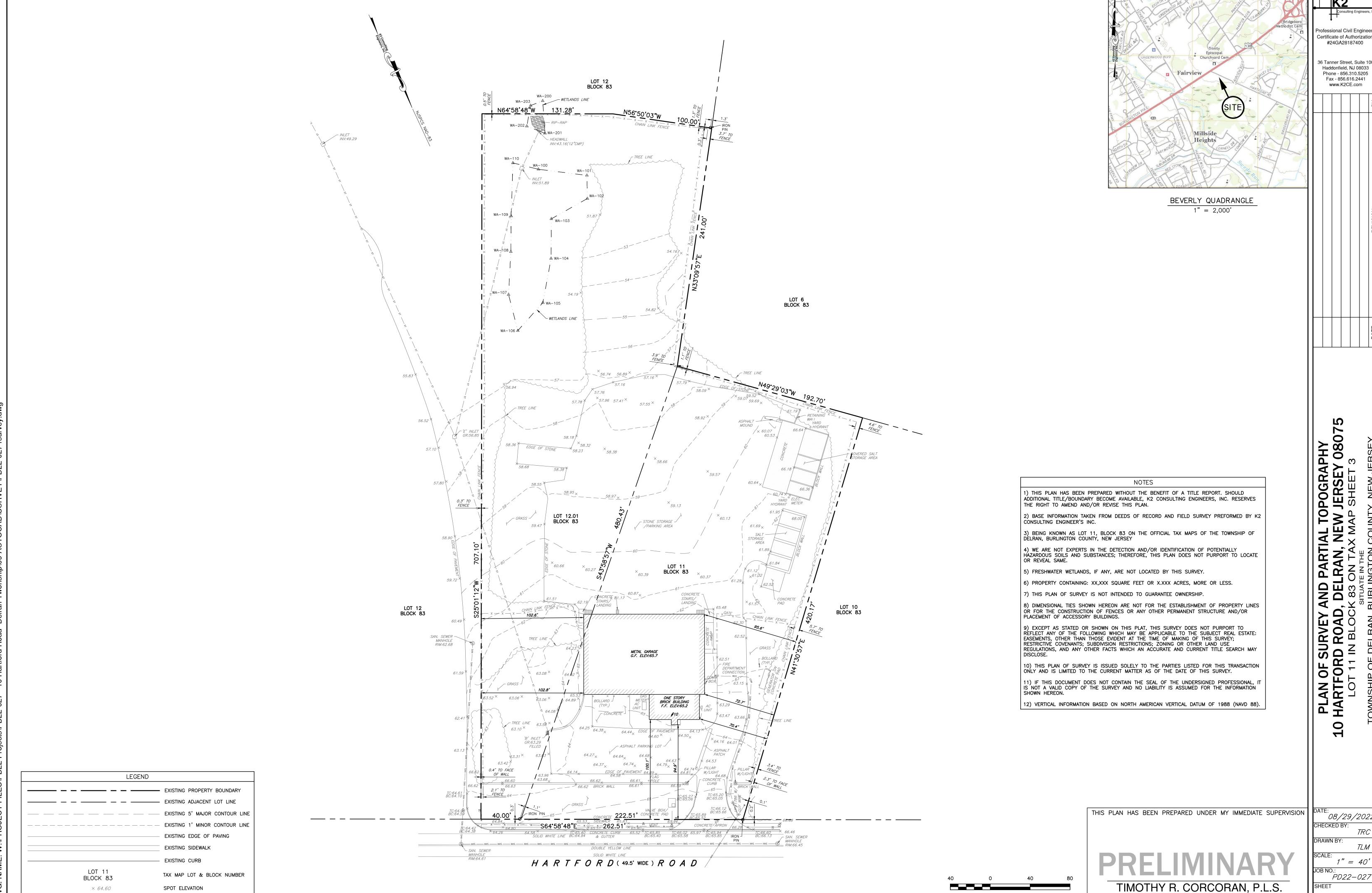




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2059 Springdale Road	TEL. 856.795.9595
Cherry Hill, NJ 08003	Email: jessica.hauber@rve.com
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LOCATION MAP





Certificate of Authorization

#24GA28187400

36 Tanner Street, Suite 100 Haddonfield, NJ 08033

Phone - 856.310.5205 Fax - 856.616.2441 www.K2CE.com

08/29/2022

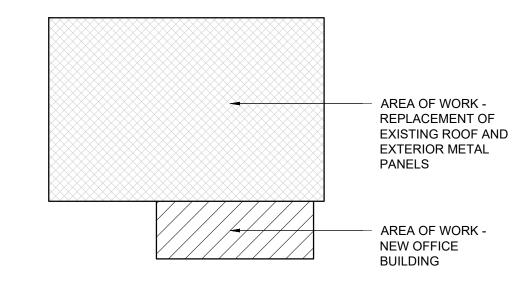
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GRAPHIC SCALE IN FEET

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A-000	COVER SHEET
C-1	CIVIL DEMOLITION & CONSTRUCTION PLAN
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A-003	FIRST FLOOR EGRESS PLAN
A-004	BUILDING CODE REVIEW
A-005	BUILDING COMPLIANCE COMCHECK
AD-101	DEMOLITION PLAN
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S-201	STRUCTURAL DETAILS
	MECHANICAL

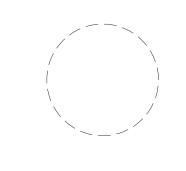
M-1.0	MECHANICAL COVER SHEET
M-1.1	MECHANICAL DEMOLITION FLOOR PLAN
M-2.1	MECHANICAL FLOOR PLAN
M - 3.1	MECHANICAL DETAILS
M - 3.2	MECHANICAL DETAILS
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M-4.2	MECHANICAL SCHEMATICS
	FLECTRICAL
E-1.0	ELECTRICAL COVER SHEET
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E-3.2	ELECTRICAL HVAC POWER FLOOR PLAN
E-4.1	ELECTRICAL SYSTEMS FLOOR PLAN
E-5.1	ELECTRICAL SINGLE LINE DIAGRAM & DETAILS
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P-3.1	PLUMBING UTILITY PIPING FLOOR PLAN
P-4.1	PLUMBING RISER DIAGRAMS
P-6.1	PLUMBING DETAILS AND SCHEDULES
	FIDE DDOTECTION
	FIRE PROTECTION
FP-1.1	FIRE PROTECTION DEMOLITION FLOOR PLAN
FP-2.1	FIRE PROTECTION FLOOR PLAN







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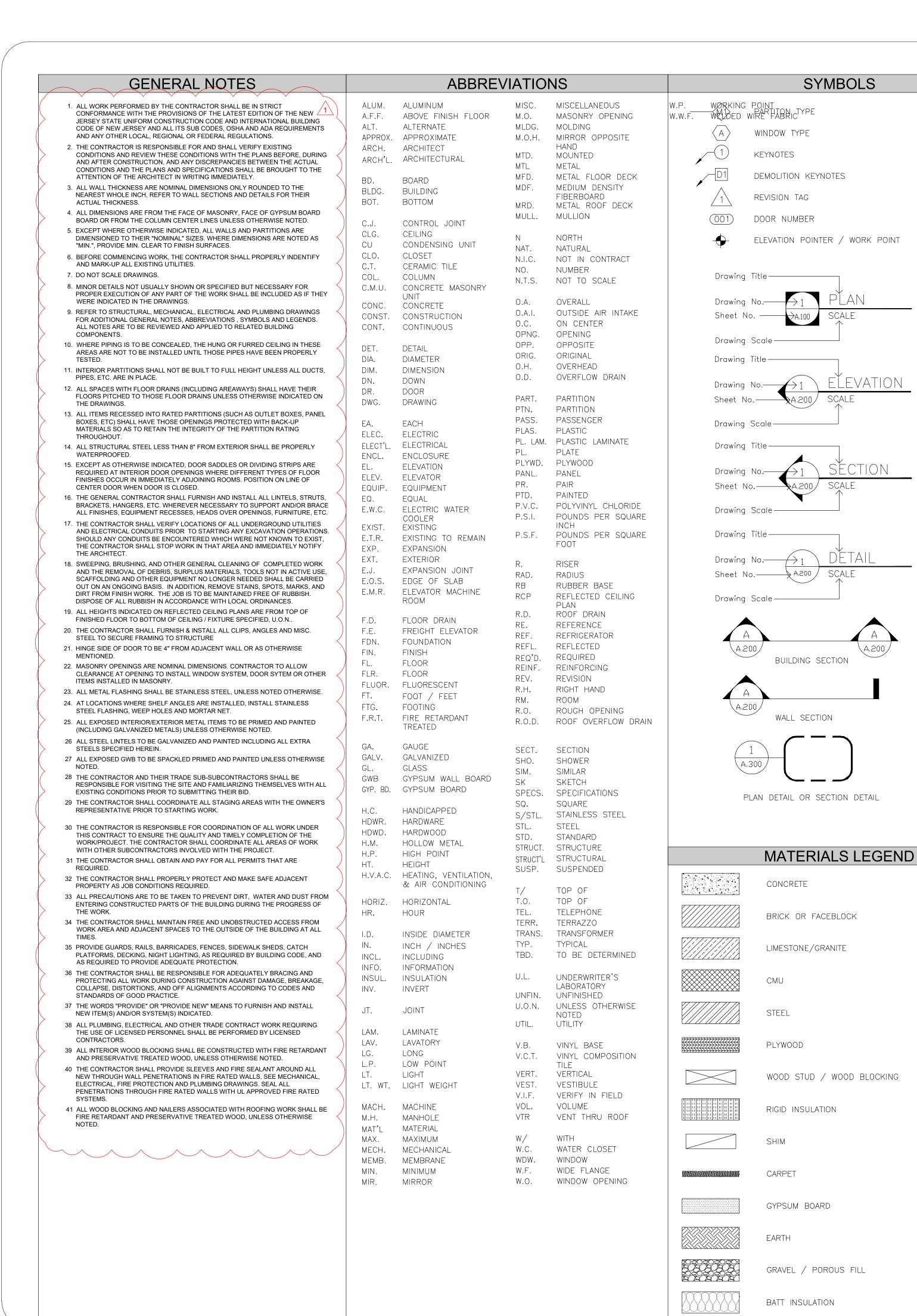
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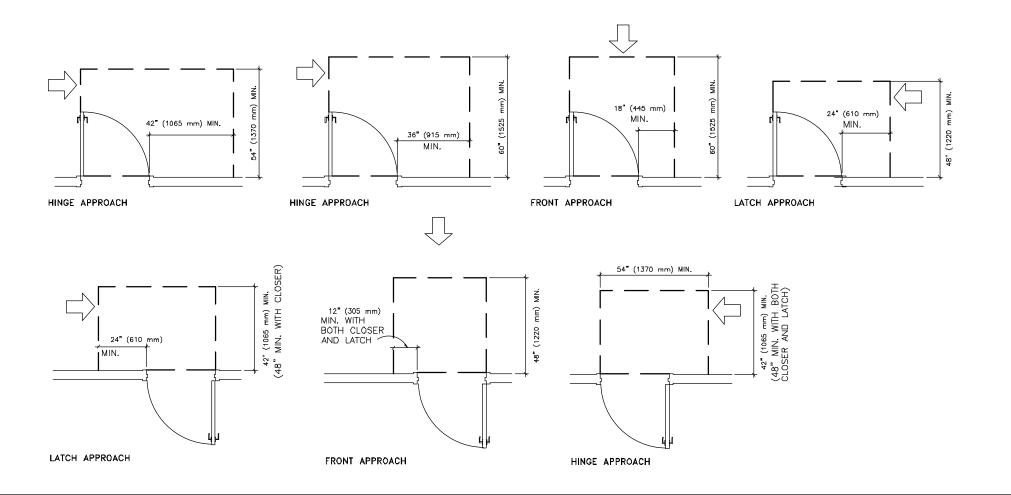
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SUBMISSION: 2025.03.12 - ISSUED FOR BID

DATE REVISIONS BY CHKD
25.04.02 ADDENDUM #01 1 MR

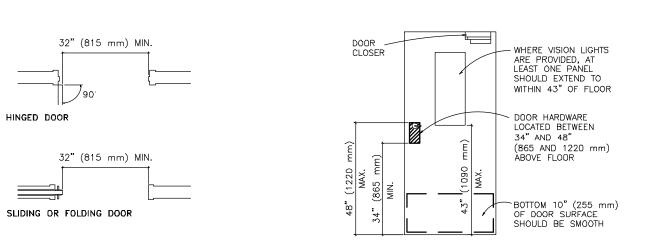
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Job No. 2241869
Drawing No.



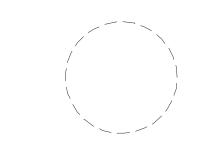


CLEAR WIDTH OF ACCESSIBLE DOORWAYS

ACCESSIBLE CLEARANCES AT SWINGING DOORS







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GENERAL NOTES & ABBREVIATIONS

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10 HARTFORD ROAD, DELRAN TWP
BURLINGTON CO. NJ

SUBMISSION:

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DATE REVISIONS BY CHKD
25.04.02 ADDENDUM #01 1 MR

Date 04.09.24

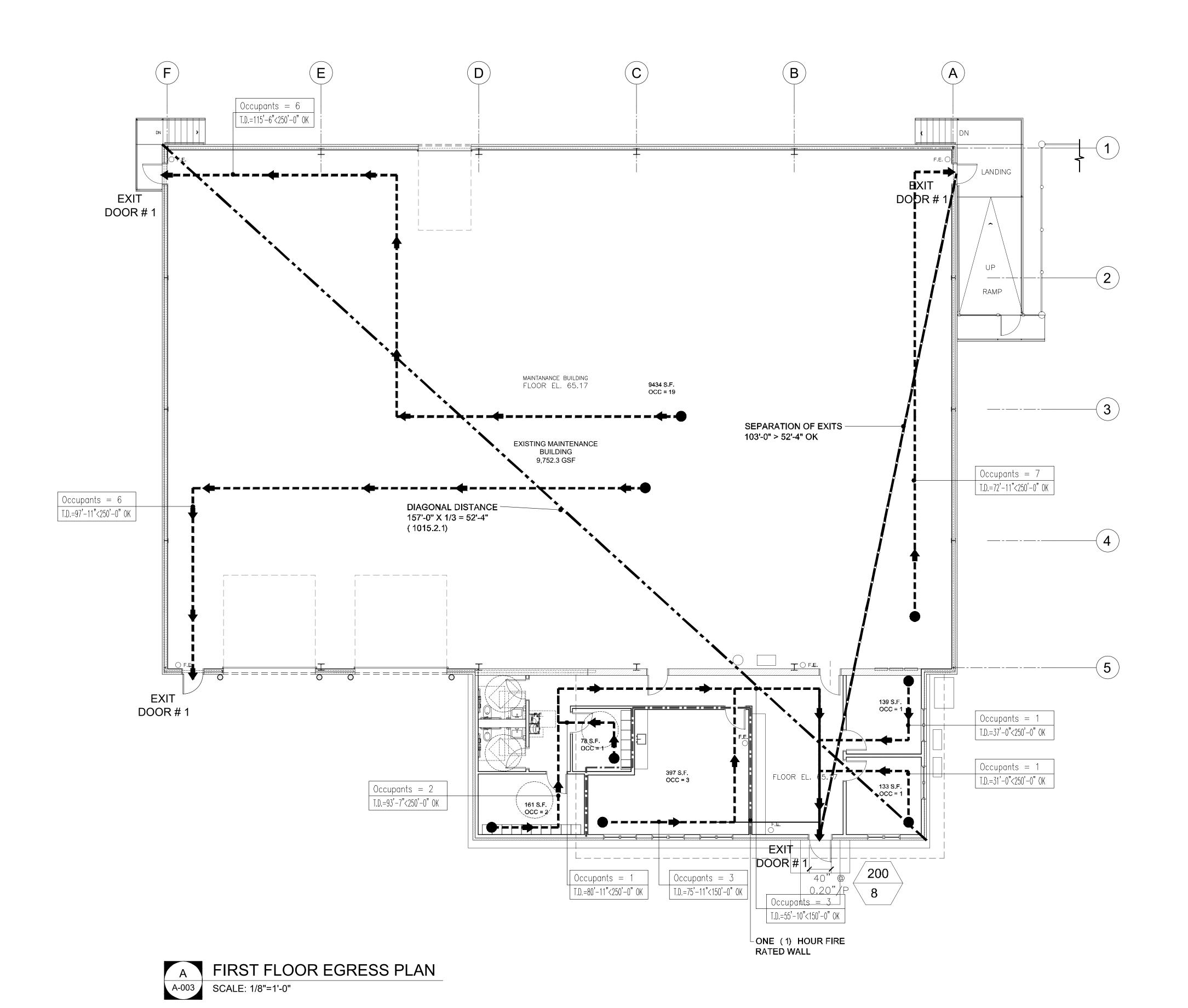
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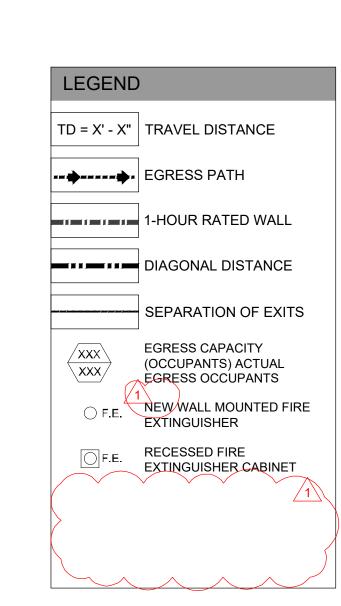
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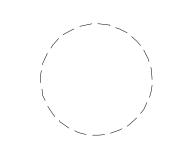
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GROUP B			G	REATE	ER THA	.N 30			_			0-H0	UR			
(ROUP S		G	REATE	ER THA	.N 30						0-H0	UR			
			MIN.	COR	RIDOR	WIDT	H =	36"\	W TAB	LE 1	020.3					
	IN ⁻	ΓERIC	OR F	EXI	ΓST	AIR'	WA`	YS.	ΑΝΓ) RA	AMP	S (1	023	3)		
		IN	TERIO	R EX	IT STA	RS S	HALL	BE				(,		
CONSTRU	JCTION 102	3.2 70)7) &	: HOF	RIZ. AS A 1 HF	SEMB	ILIES	(SECT			IBC	REFEF	RENCE	SE	CTION	1023.2
		SOU	ND	TR	ANS	MIS	SIO	Ν	(SE	CTI	ON ⁻	120	3)			
SOUND TRAN CLASS (REQUI	REMEI	NT								Д	CTUAL			SECTION
IMPACT INSULATION DWELLIN		DWELLIN	TING WALLS:			F	FLOOR/CEILING ASSEMBLIES								1207	
	()	DWELLIN	IG UNIT/CORRIDOR 50				50				50			1207.2		
MINIMI	IM NUME	RER OI	50 F RF	OUI	RED	PI I	IMRI	5 NG		URF	S TA	ARI F	50 7 2	11	NAT	1207.3
)LIT OI	ST	AND	ARD						021)					
USE GROUP	NUMBEF PERSON		(URII	NALS)	OSETS	1.5	MALE	LAVAT	TORIES		DRINK WATER FACIL	₹		AFETY HOWE		OTHER 1 SERVICE
FOR FIRST I	EACH S	EX	MALE REQD	PROVI	FEMA REQD	PROVD	MALE REQD	PROVE		PROVI	REQD	PROVE	REQD	PROV	/D	SINK PER FLOOR
BUSINESS	REQUIRED I OF PLUMBI FIXTURES F	NUMBER NG PER														
	OCCUPANTS	5	1	1	1	1	1	1	1	1	1 PER	0	0	0		1 SERVICE
	16-50 00	CCS	+1		+1	_	+1	_	+1	_	100 0CC.	0	0	0		SINK PER FLOOR
	EA. ADD'L 50 OVER 100 OCCS		+1		+1		+1		+1			0	1			. 2001
	REQUIRED I	NG PER														
STORAGE (S-1 & S-2)	FIXTURES FOR OCCUPANTS		. 4		1		+0		+0		1 PER 500 0CC.		0	0	+	1 PROVIDE
(S-1 &	FIXTURES F		1 +1		+1						-		0	0	+	1ST FLR
(S-1 &	FIXTURES FOCCUPANTS 50 OR LES OCCS 51-100 OC EA. ADD'L 100 OVER		<u> </u>		+1 +1		+1		+1					1		1
(S-1 & S-2)	FIXTURES FOCCUPANTS 50 OR LES OCCS 51-100 OC EA. ADD'L		+1	1		1	+1	1	+1	1	2			2		
(S-1 & S-2)	FIXTURES FOCCUPANTS 50 OR LES OCCS 51-100 OC EA. ADD'L 100 OVER 100 OCCS	CCS	+1 +1	·	+1			<u>'</u>				E 10	006.		3)	
(S-1 & S-2)	FIXTURES FOCCUPANTS 50 OR LES OCCS 51-100 OC EA. ADD'L 100 OVER 100 OCCS	UMB	+1 +1	·	+1	SF		ST	ORY	(T.	ABL	E 10	006.	3.3	, IB	C
(S-1 & S-2)	FIXTURES FOCCUPANTS 50 OR LES OCCS 51-100 OC EA. ADD'L 100 OVER 100 OCCS O T A L MIN. N CUPANT L 1-500	UMB	+1 +1	·	+1	SF	PER	ST(OR\	(T.	ABL	E 1(006.	3.3 RE	IB EFEF	RENCE
(S-1 & S-2)	FIXTURES FOCCUPANTS 50 OR LES OCCS 51-100 OC EA. ADD'L 100 OVER 100 OCCS O T A L MIN. N CUPANT L	UMB	+1 +1	·	+1	SF	PER	ST(ORY R OF	(T.	ABL	E 10	006.	3.3 RE	IB EFEF	
(S-1 & S-2)	FIXTURES FOCCUPANTS 50 OR LES OCCS 51-100 OC EA. ADD'L 100 OVER 100 OCCS O T A L MIN. N CUPANT L 1-500 501-1,000	UMB OAD	+1 +1 ER (OF	EXIT	S F	PER	ST(MBE	ORY	/ (T	ABL TS			3.3 RE	IBEFER	006.3.3

ABOVE GRADE PLANE

	FIRE RESISTA	NT RATING REQUI			JILDING	DOO	RS, GATES & TURNSTILE	S (SECTION 1010	0)
		•	,				ALLOWABLE	ACTUAL	IBC REFEREI
	(CONSTRUCTION CLASS					MIN. 32" WIDE	+	
		CRITERION / D	DESIGNATIO	ON IE	BC REFERENCE		MAX. 48" WIDE	3'-0" WIDE MIN. DOORS LESS THAN 4"	1010.1.1
		ALLOWABLE	ACTU			PROJECTION INTO SPACE	4" MAX FOR PROJECTIONS BETWEEN WITH OF 34"WX80"H	PROJECTION	1010.1.1.
	STRUCTURAL FRAME WALLS	0-HR	1-HF		TABLE 601	DOOR SWING	SIDE HINGE OR EXCEPTION DIRECTION OF EGRESS > 50 PERSONS	SIDE HINGE	1010.1.2.
EXTEI INTEF	RIOR	0-HR 0-HR	1-HF 1-HF		TABLE 601	REVOLVING DOORS	SEE IBONJ FOR FURTHER INFO.	N/A	1010.3.1
	ARING WALLS &		TABLE	602		POWER OPERATED	SEE IBCNJ FOR FURTHER INFO.	N/A	1010.3.2
EXTE	RIOR		TABLE			HORIZONTAL SLIDING	SEE IBCNJ FOR FURTHER INFO.	WILL COMPLY	1010.3.3
BE-NC RTITIO NTEF		0-HR	1-HR	*	TABLE 601	ACCESS CONTROLED SECURITY GRILLES	SEE IBCNJ FOR FURTHER INFO.	N/A N/A	1010.2.1
.00R (CONSTRUCTION	0.110	0 115	,*	TADLE 601	FLOOR ELEVATIONS	SAME ELEVATION AT BOTH SIDES OF		1010.1.4
EAMS	IDING SUPPORTING AND JOISTS	0-HR	0-HR	,°T	TABLE 601		DOOR OR EXCEPTION		
INCLU	ONSTRUCTION JDING SUPPORTING	0-HR	0-HF	3	TABLE 601	DOOR LANDINGS	LENGTH MIN. 44", DOOR OPEN MAX 7" ONTO LANDING, OR EXCEPTIONS		1010.1.5
LAMS ,	AND JOISTS		* FYCFPT	PER OTHER SI	ECTIONS OF CODE	THRESHOLDS	.5" MAX . HT. OR EXCEPTIONS		1010.1.6
E GROU	JP B 0-HR (SPRII			TEN OTTEN 31	LOTIONS OF CODE	DOOR ARRANGEMENTS	48" MIN. BETWEEN DOORS PLUS DOOR SWING OR EXCEPTIONS		1010.1.7
	·	ND SMOKE PROTE	ECTION F	EATURES	6	DOOR OPERATIONS	READILY OPENABLE WITHOUT USE OF KEY OR EFFORT, OR EXCEPTION		1010.2
		(CHAPTER	₹7)	_		PANIC HARDWARE	SEE IBCNJ FOR FURTHER INFO.	AT EXIT DOORS ENTRANCE	1010.2.9
EC.	TITLE	FIRE-RESISTANCE R	_		RE-RESISTANCE				
	FIRE-RESISTANCE	REQUIREMENT	Т	R	RATING		RAMPS (SECTIO	N 1012)	
704	RATING OF STRUCTURAL	PER TABLE 601	1	PER	TABLE 601		REQUIREMENT		SECTIO
	MEMBERS					SLOPE	ADA- 1/12 PEDESTRIAN - 1/	8	1012.
05	EXTERIOR WALLS	PER TABLE 602		PER	TABLE 601	CROSS SLOPE	1/48		1012.
'06	FIRE WALLS	2—HR (BASED ON TY CONSTRUCTION) (TABLE			N/A	VERTICAL RISE	30" MAX		1012.
707	FIRE BARRIERS	2-HR (TABLE 707.3	3.10)		N/A	MINIMUM DIM	WIDTH - NOT LESS THAN CORR REQUIREMENTS, 36" MIN.	IDOR	1012.5
708	FIRE PARTITIONS	O—HR MIN. WHEN APPL	ICARI E		ON TABLE 1020.2,		HEADROOM - MIN. 80"	ROOM — MIN. 80" RICTION—PROJECTIONS PROHIBITED	
00	TINE TAKIIIONS			SPF	RINKLERED		RESTRICTION—PROJECTIONS PROP DOOR OPENING —MIN. LANDING		
'09	SMOKE BARRIERS	CORRIDOR WALLS PER TAB 0-HR, A-3 & B U			0-HR	LANDINGS	SLOPE-NOT GREATER THAN 1/4	8	1012.6
10	SMOKE PARTITIONS	1-HR			N/A		WIDTH-MIN AS RAMP		1012.6
11	HORIZONTAL	PER CONSTRUCTION TYPE	TABLE 601	PFR	TABLE 601		LENGTH-60" MIN OR EXCEPTION		1012.6
	ASSEMBLIES	CONNECT 4+ STORIES =				RAMP CONSTRUCTIO	NON-SLIP, OUTDOORS-SHALL N ACCUMILATE WATER	OT	1012.
713	SHAFT ENCLOSURES	CONNECT LESS THAN 4 STOR			1-HR	HANDRAILS	RISE > 6" - BOTH SIDES		1012.
Ol	PENING FIRE F	PROTECTION RATI	INGS	TABLE	E 716.1 (2)	EDGE PROTECTION	CURB, RAIL, WALL— PREVENT 4' SPHERE OR EXCEPTION	DIA.	1012.7
				MIN. FIRE	=	GUARDS	ACCORDANCE W/ SECTION 1015		1012.0
			REQUIRED	DOOR AN			HANDRAILS (SECT	ION 1014)	
	TYPE OF AS	SEMBLY	ASSEMBLY RATING	FIRE SHUTTER	R PANEL SIZEb		REQUIREMENT		SECTION
			4-HR	RATING 3-HR	SEE NOTE b		RAMPS & STAIRS -SECTION 1607.8,		1014.1
		S HAVING A REQUIRED	3-HR 2-HR	3-HR * 1 1/2-HF	SEE NOTE b		1011.11 1012.8, 1014.2 THRU 1014.9 ABOVE NOSING- NOT LESS THAN 34"		
			1 1/2-HR	1 1/2-HF		HEIGHT GRASPBILITY	NOT GREATER THAN 38" OR EXCEPTION		1014.2
	RE FOR SHAFTS, INTE ERIOR EXIT RAMPS	RIOR EXII STAIRWAYS	2-HR	1-1/2-HF	R 100 SQ. IN.		DIA. MIN 1.25" & MAX 2" OR EXCEPTION OR	JN	1014.3
D INTE			4-HR 3-HR	3-HR 3a-HR	100 SQ. IN.	CONTINUITY	EXCEPTION		1014.4
	TAL EXITS IN FIRE WAI	LLS	J-UK					0"	
RIZON ⁻	RIERS HAVING A REQU	JIRED FIRE RESISTANCE TS, EXIT ENCLOSURES	1-HR	1-HR	100 SQ. IN.	EXTENTIONS	TOP RISER & BOTTOM RISER EXTEND 'AS WELL AS 12" AT RAMPS	2"	1014.6
RIZON RE BAR TING C D EXIT	RIERS HAVING A REQU F ONE—HOUR: SHAF PASSAGEWAY WALLS:	JIRED FIRE RESISTANCE TS, EXIT ENCLOSURES			MAYIMI IM CIZE	EXTENTIONS CLEARANCE	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5"	2"	
RIZON' RE BAR TING (D EXIT RRIERS	RIERS HAVING A REQU F ONE-HOUR: SHAF PASSAGEWAY WALLS: S:	JIRED FIRE RESISTANCE TS, EXIT ENCLOSURES OTHER FIRE LLS: OTHER FIRE	1-HR 1-HR 1-HR	1-HR 3/4-HR 1/3-HR	MAXIMUM SIZE TESTED MAXIMUM SIZE	CLEARANCE PROJECTIONS	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH	2"	1014.6 1014.7 1014.8
RIZON' E BAF IING (D EXIT RRIERS	RIERS HAVING A REQU F ONE—HOUR: SHAF PASSAGEWAY WALLS:	JIRED FIRE RESISTANCE TS, EXIT ENCLOSURES OTHER FIRE LLS: OTHER FIRE	1-HR 1-HR 1-HR 0.5-HR 0.5-HR*	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR*	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED	CLEARANCE	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30"		1014.7
RIZON' E BAF FING C D EXIT RRIERS E PAF RTITION	RIERS HAVING A REQU F ONE-HOUR: SHAF PASSAGEWAY WALLS: S:	JIRED FIRE RESISTANCE TS, EXIT ENCLOSURES OTHER FIRE LLS: OTHER FIRE	1-HR 1-HR 0.5-HR 0.5-HR* 3-HR 2-HR	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 1 1/2-HF	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE	CLEARANCE PROJECTIONS	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH		1014.7
RIZON' E BAF TING C D EXIT RRIERS E PAF RTITION	RIERS HAVING A REQU F ONE—HOUR: SHAF PASSAGEWAY WALLS: ETITIONS CORRIDOR WA IS: * ONLY WHERE IN	JIRED FIRE RESISTANCE TS, EXIT ENCLOSURES OTHER FIRE LLS: OTHER FIRE	1-HR 1-HR 0.5-HR 0.5-HR* 3-HR 2-HR 1-HR	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 1 1/2-HF 3/4-HR	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE TESTED	CLEARANCE PROJECTIONS	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30" GUARDS (SECTION REQUIREMENT)	DN 1015)	1014.7
RIZON' RE BAR TING (D EXIT RRIERS RE PAR RTITION	RIERS HAVING A REQU F ONE-HOUR: SHAF PASSAGEWAY WALLS: :: TITIONS CORRIDOR WA NS: * ONLY WHERE IN	JIRED FIRE RESISTANCE TS, EXIT ENCLOSURES OTHER FIRE JULIS: OTHER FIRE DCIATED	1-HR 1-HR 0.5-HR 0.5-HR* 3-HR 2-HR 1-HR	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 1 1/2-HF 3/4-HR 1/3-HR	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED	CLEARANCE PROJECTIONS	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30" GUARDS (SECTION REQUIREMENT LANDINGS, STAIRWAYS WALKING SURFACE ETC > 30" OR EXCEPTION	DN 1015)	1014.7 1014.8 1014.9
RE BARTING (ID EXIT RRIERS RE PAR RTITION	RIERS HAVING A REQU F ONE-HOUR: SHAF PASSAGEWAY WALLS: :: TITIONS CORRIDOR WA NS: * ONLY WHERE IN	JIRED FIRE RESISTANCE TS, EXIT ENCLOSURES OTHER FIRE ALLS: OTHER FIRE DCIATED W ASSEMBLY FIRE	1-HR 1-HR 0.5-HR 0.5-HR* 3-HR 2-HR 1-HR	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 1 1/2-HF 3/4-HR 1/3-HR	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED	CLEARANCE PROJECTIONS INTERMEDIATE WHERE REQUIRED	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30" GUARDS (SECTION REQUIREMENT LANDINGS, STAIRWAYS WALKING SURFACE	DN 1015)	1014.7 1014.8 1014.9 SECTION 1015.2
RE BARTING (ID EXIT RRIERS RE PAR RTITION	RIERS HAVING A REQU F ONE-HOUR: SHAF PASSAGEWAY WALLS: :: TITIONS CORRIDOR WA NS: * ONLY WHERE IN	JIRED FIRE RESISTANCE TS, EXIT ENCLOSURES OTHER FIRE JULIS: OTHER FIRE DCIATED	1-HR 1-HR 0.5-HR 0.5-HR* 3-HR 2-HR 1-HR 1-HR	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 1 1/2-HF 3/4-HR 1/3-HR	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED	CLEARANCE PROJECTIONS INTERMEDIATE	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30" GUARDS (SECTION REQUIREMENT LANDINGS, STAIRWAYS WALKING SURFACE ETC > 30" OR EXCEPTION GUARDRAILS SHALL BE ADEQUATE STRE ACCORDANCE WITH SECTION 1607.9 42" OR EXCEPTIONS	ON 1015) E NGTH AND ATTACHMENT IN	1014.7 1014.8 1014.9 SECTION 1015.2
RIZON' RE BAF TING (D EXIT RRIERS RE PAF RTITION TERIOF	RIERS HAVING A REQU F ONE-HOUR: SHAF PASSAGEWAY WALLS: :: TITIONS CORRIDOR WA NS: * ONLY WHERE IN	W ASSEMBLY FIRE (TABLE 716 REQUIRED ASSEMBLY	1-HR 1-HR 0.5-HR 0.5-HR* 3-HR 2-HR 1-HR 1-HR	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 1 1/2-HF 3/4-HR 1/3-HR	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED ATINGS OW ASSEMBLY	CLEARANCE PROJECTIONS INTERMEDIATE WHERE REQUIRED	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30" GUARDS (SECTION REQUIREMENT LANDINGS, STAIRWAYS WALKING SURFACE ETC > 30" OR EXCEPTION GUARDRAILS SHALL BE ADEQUATE STRE ACCORDANCE WITH SECTION 1607.9 42" OR EXCEPTIONS 4" SPHERE TO 34" & 8" SPHERE FRO 34" TO 42" OR EXCEPTIONS	ON 1015) E NGTH AND ATTACHMENT IN	1014.7 1014.8 1014.9 SECTION 1015.2
RIZON' RE BAF TING (D EXIT RRIERS RE PAF RTITION TERIOF	PRIERS HAVING A REQUEST ONE—HOUR: SHAFT PASSAGEWAY WALLS: STITIONS CORRIDOR WALLS: * ONLY WHERE IN WALLS BARRIERS FIRE WINDON TYPE OF ASSEMBLY	W ASSEMBLY FIRE (TABLE 716 REQUIRED ASSEMBLY RATING	1-HR 1-HR 0.5-HR 0.5-HR* 3-HR 2-HR 1-HR 1-HR	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 1 1/2-HF 3/4-HR 1/3-HR	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED TINGS OW ASSEMBLY ING ESS COMPLIES WITH	CLEARANCE PROJECTIONS INTERMEDIATE WHERE REQUIRED HEIGHT	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30" GUARDS (SECTION REQUIREMENT LANDINGS, STAIRWAYS WALKING SURFACE ETC > 30" OR EXCEPTION GUARDRAILS SHALL BE ADEQUATE STRE ACCORDANCE WITH SECTION 1607.9 42" OR EXCEPTIONS 4" SPHERE TO 34" & 8" SPHERE FRO 34" TO 42" OR EXCEPTIONS 10' FROM ROOF EDGE & EXTEND 30" PAST EQUIP. OPENESS -21" SPHERE	ON 1015) E NGTH AND ATTACHMENT IN	1014.7 1014.8 1014.9 SECTION
RIZON' E BAF FING C D EXIT RRIERS E PAF RTITION FERIOR	PRIERS HAVING A REQUEST ONE—HOUR: SHAFT PASSAGEWAY WALLS: STITIONS CORRIDOR WALS: * ONLY WHERE IN WALLS BARRIERS FIRE WINDO	W ASSEMBLY FIRE (TABLE 716 REQUIRED ASSEMBLY RATING	1-HR 1-HR 0.5-HR 0.5-HR* 3-HR 2-HR 1-HR 1-HR 1-HR	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 3/4-HR 1/3-HR CTION RA	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED TESTED TINGS OW ASSEMBLY ING ESS COMPLIES WITH ION A	CLEARANCE PROJECTIONS INTERMEDIATE WHERE REQUIRED HEIGHT OPENESS LIMITATION	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30" GUARDS (SECTION REQUIREMENT LANDINGS, STAIRWAYS WALKING SURFACE ETC > 30" OR EXCEPTION GUARDRAILS SHALL BE ADEQUATE STRE ACCORDANCE WITH SECTION 1607.9 42" OR EXCEPTIONS 4" SPHERE TO 34" & 8" SPHERE FRO 34" TO 42" OR EXCEPTIONS 10' FROM ROOF EDGE & EXTEND 30"	ON 1015) E NGTH AND ATTACHMENT IN M NO LESS THAN 30" PAST HATCH	1014.7 1014.8 1014.9 SECTION 1015.2 1015.3 1015.4
E BAF TING C D EXIT RRIERS E PAF RTITION TERIOR T	PRIERS HAVING A REQUEST ONE—HOUR: SHAFT PASSAGEWAY WALLS: STITIONS CORRIDOR WALS: * ONLY WHERE IN WALLS BARRIERS FIRE WINDO FIRE WALLS	W ASSEMBLY FIRE (TABLE 716 REQUIRED ASSEMBLY RATING ALL	1-HR 1-HR 0.5-HR 0.5-HR* 3-HR 2-HR 1-HR 1-HR 1-HR	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 3/4-HR 1/3-HR CTION RA	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED TESTED TINGS OW ASSEMBLY ING ESS COMPLIES WITH ION A ESS COMPLIES WITH	CLEARANCE PROJECTIONS INTERMEDIATE WHERE REQUIRED HEIGHT OPENESS LIMITATION ROOF MECH. EQUIP.	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30" GUARDS (SECTION REQUIREMENT LANDINGS, STAIRWAYS WALKING SURFACE ETC > 30" OR EXCEPTION GUARDRAILS SHALL BE ADEQUATE STRE ACCORDANCE WITH SECTION 1607.9 42" OR EXCEPTIONS 4" SPHERE TO 34" & 8" SPHERE FRO 34" TO 42" OR EXCEPTIONS 10' FROM ROOF EDGE & EXTEND 30" PAST EQUIP. OPENESS -21" SPHERE 10' FROM ROOF EDGE > 30" & EXTEND	ON 1015) E NGTH AND ATTACHMENT IN M NO LESS THAN 30" PAST HATCH	1014.7 1014.8 1014.9 SECTION 1015.2 1015.3 1015.4 1015.6
E BAFING CO EXITE PAFETITION ERIOR ERIOR ERIOR	PRIERS HAVING A REQUEST ONE—HOUR: SHAFT PASSAGEWAY WALLS: STITIONS CORRIDOR WALS: * ONLY WHERE IN WALLS BARRIERS FIRE WINDO FIRE WALLS	W ASSEMBLY FIRE (TABLE 716 REQUIRED ASSEMBLY RATING ALL >1-HR 1-HR	1-HR 1-HR 0.5-HR 0.5-HR* 3-HR 2-HR 1-HR 1-HR 1-HR	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 1 1/2-HF 3/4-HR 1/3-HR CTION RA CTION RA ERMITTED UNLE EXCEPT ERMITTED, UNLI	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED ATINGS OW ASSEMBLY ING ESS COMPLIES WITH ION A ESS COMPLIES WITH ION A	CLEARANCE PROJECTIONS INTERMEDIATE WHERE REQUIRED HEIGHT OPENESS LIMITATION ROOF MECH. EQUIP. ROOF HATCH	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30" GUARDS (SECTION REQUIREMENT LANDINGS, STAIRWAYS WALKING SURFACE ETC > 30" OR EXCEPTION GUARDRAILS SHALL BE ADEQUATE STRE ACCORDANCE WITH SECTION 1607.9 42" OR EXCEPTIONS 4" SPHERE TO 34" & 8" SPHERE FRO 34" TO 42" OR EXCEPTIONS 10' FROM ROOF EDGE & EXTEND 30" PAST EQUIP. OPENESS -21" SPHERE 10' FROM ROOF EDGE > 30" & EXTEND ENDING. OPENING PREVENT PASSAGE 0	ON 1015) E NGTH AND ATTACHMENT IN M NO LESS THAN 30" PAST HATCH E 21" SPHERE	1014.7 1014.8 1014.9 SECTIO 1015.2 1015.3 1015.4 1015.6 1015.7
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RIZON' RE BARTING C D EXIT RRIERS RE PAR RTITION TERIOR OKE E	PRIERS HAVING A REQUER ONE—HOUR: SHAFT PASSAGEWAY WALLS: PASSAGEWAY WALLS: PASSAGEWAY WALLS: PASSAGEWAY WALLS: PASSAGEWAY WALLS: PARTY WALLS PARTY WALLS	W ASSEMBLY FIRE CILLS: OTHER FIRE CILLS: OTHER FIRE CICIATED CITABLE 716 REQUIRED ASSEMBLY RATING ALL RS 1-HR 1-HR 0.5-HR 1-HR 0.5-HR ALL	1-HR 1-HR 0.5-HR* 0.5-HR* 3-HR 2-HR 1-HR 1-HR 1-HR 1-HR 1-HR 1-HR 1-HR	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 3/4-HR 1/3-HR 1/3-HR CTION RA CTION RA CTION RA CTION RA ATI ERMITTED UNLE EXCEPT ERMITTED, UNLI EXCEPT 3/4- ANOT PER NOT PER	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED TESTED TINGS OW ASSEMBLY ING ESS COMPLIES WITH ION A ESS COMPLIES WITH ION A -HR 1/3-HR RMITTED	CLEARANCE PROJECTIONS INTERMEDIATE WHERE REQUIRED HEIGHT OPENESS LIMITATION ROOF MECH. EQUIP. POF	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30" GUARDS (SECTION REQUIRED WIDTH) REQUIREMENT LANDINGS, STAIRWAYS WALKING SURFACE ETC > 30" OR EXCEPTION GUARDRAILS SHALL BE ADEQUATE STRE ACCORDANCE WITH SECTION 1607.9 42" OR EXCEPTIONS 4" SPHERE TO 34" & 8" SPHERE FRO 34" TO 42" OR EXCEPTIONS 10' FROM ROOF EDGE & EXTEND 30" PAST EQUIP. OPENESS -21" SPHERE 10' FROM ROOF EDGE > 30" & EXTEND ENDING. OPENING PREVENT PASSAGE OF STABLE FIRE EXTINGUISH ORDINARY (MODERATE) HAZ	DN 1015) ENGTH AND ATTACHMENT IN M NO LESS THAN 30" PAST HATCH F 21" SPHERE CARD OCCUPANY TOTAL EXT	1014.7 1014.8 1014.9 SECTION 1015.2 1015.3 1015.4 1015.6 1015.7
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RIZON' RE BARTING CONTRIBUTE PARTITION TERIOR TOKE E	RIERS HAVING A REQUER ONE—HOUR: SHAFT PASSAGEWAY WALLS: STITIONS CORRIDOR WALLS: WALLS BARRIERS FIRE WINDON FIRE WALLS FIRE BARRIER SMOKE BARRIER FIRE PARTITIO EXTERIOR WALLS PARTY WALL	W ASSEMBLY FIRE (TABLE 716 REQUIRED ASSEMBLY RATING ALL RS 1-HR 1-HR 0.5-HR 1-HR 0.5-HR ALL MAXIMUM ALLOW CLASS GROUP W ALLOY QUAN	1-HR 1-HR 0.5-HR 0.5-HR* 3-HR 2-HR 1-HR 1-HR 1-HR 1-HR 1-HR 1-HR 1-HR 1	1-HR 3/4-HR 1/3-HR 1/3-HR 3/4-HR* 1 1/2-HF 3/4-HR 1/3-HR 1/3-HR CTION RA CTION RA CTION RA CTION RA ATI ERMITTED UNLE EXCEPT ERMITTED, UNLI EXCEPT 3/4- ANOT PER NOT PER	MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED R 100 SQ. IN. MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED MAXIMUM SIZE TESTED TESTED TINGS OW ASSEMBLY ING ESS COMPLIES WITH ION A ESS COMPLIES WITH ION A -HR 1/3-HR RMITTED	CLEARANCE PROJECTIONS INTERMEDIATE WHERE REQUIRED HEIGHT OPENESS LIMITATION ROOF MECH. EQUIP. POF	TOP RISER & BOTTOM RISER EXTEND AS WELL AS 12" AT RAMPS MIN. 1.5" NOT MORE THAN 4.5" INTO REQUIRED WIDTH WITHIN 30" GUARDS (SECTION REQUIREMENT LANDINGS, STAIRWAYS WALKING SURFACTETC > 30" OR EXCEPTION GUARDRAILS SHALL BE ADEQUATE STRE ACCORDANCE WITH SECTION 1607.9 42" OR EXCEPTIONS 4" SPHERE TO 34" & 8" SPHERE FRO 34" TO 42" OR EXCEPTIONS 10' FROM ROOF EDGE & EXTEND 30" PAST EQUIP. OPENESS -21" SPHERE 10' FROM ROOF EDGE > 30" & EXTEND ENDING. OPENING PREVENT PASSAGE OF STANDING OPENING PREVENT PASSAGE OF STANDING OPENING PREVENT HAZED DISCRIPTION WALL MOUNTED	DN 1015) ENGTH AND ATTACHMENT IN M NO LESS THAN 30" PAST HATCH F 21" SPHERE CARD OCCUPANY TOTAL EXT	1014.7 1014.8 1014.9 SECTION 1015.2 1015.4 1015.6 1015.7 1015.8
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NA

 $.5 \le 2$

10 ≤ 30

1 \le 10 \quad 1 \le 10

NA

H-2 OR H-3

H-2 OR H-3

1B AND 1C (ACETIC ACID, ACETONE,

ETHANOL)

(POTASSIUM

PERMANGANATE)

FLAMMABLE LIQUID

OXIDIZER

 $1 \le 30$

NA

NA

 $.5 \le 2$

	3UIL[DING CODE INFORM	ATION	1
PROJECT NAME:	:	ADDITIONS AND ALTERATIONS BURLINGTO	ON COUNTY	MOSQ
OCATION:		10 HARTFORD ROAD, DELRAN TWP, BUI	RLINGTON,	NJ
OT & BLOCK NO	D.:	BLOCK 83, LOTS 11 & 12A		
ONE:		C-2 (GENERAL COMMERCIAL)		
ONSTRUCTION ODE ADOPTS	CODE SEVERA DES ARE	EFERENCE WILL BE THE NEW JERS (N.J.A.C. 5:23 ET SEQ). THE UNIFO NEW JERS (N.J.A.C. 5:23 ET SEQ). THE UNIFO NEW JERS (N.J.A.C. 5:23 ET SEQ). THE UNIFO NEW JERS (N.J.A.C.)	RM CONS	TRUC ⁻ SUB(
JBCODE		NATIONAL MODEL CODE	UCC REF	EREN
UILDING		INTERNATIONAL BUILDING CODE 2021 NJ Edition	N.J.A.C. 5	5:23-3.
CCESSIBILITY		ANSI-A117.1 - 2017	N.J.A.C. 5	5.23-7
LUMBING		NATIONAL STANDARD PLUMBING CODE 2021, NJ Edition	N.J.A.C. 5	5:23-3.
LECTRICAL		NATIONAL ELECTRICAL CODE (NFPA 70) 2020	N.J.A.C 5	:23-3.1
NERGY		INTERNATIONAL ENERGY CONSERVATION CODE / 2021	N.J.A.C. 5	5:23-3.
1ECHANICAL		INTERNATIONAL MECHANICAL CODE / 2021	N.J.A.C. 5	5.23-3.
	G	ENERAL BUILDING INFORMATI	ON	
		CRITERION / DESIGNATION		REF
USE AND OCCUPANCY CLASSIFICATION		B — BUSINESS GROUP 5—1 — MODERATE HAZARD STORAGE (VEHICLE I	REPAIR	SEC.
CONSTRUCTION				TABLI 504.4
CLASSIFICATION IRE SUPPRESSION		YES		SEC.
	GEN	IERAL BUILDING HEIGHTS & AI	REAS	
GROUPS: B - BU S-1 - N	JSINESS MODERATI	EIGHT AND AREA (CHAPTER 5) E HAZARD STORAGE TYPE: II-B		
OVERALL ACTU	AL BUILDII	NG INFORMATION:		
STORIES: 1-STO HEIGHT: 27'-7.5		O TOP OF PARAPET WALL		
RENOVATION A		O: 11,549 S.F.		
TOTAL AREA:		11,549 S.F.		
	N TYPE: II-I IGHT: 75' I ORIES: 4-S	H SPRINKLERED (TABLE 504.3) STORIES (TABLE 504.4)		105 tr
		00 S.F. (GROUP B - "NS" TABLE 506.2) (WITHOUT ⁻ NCREASE, SEE BELOW)	י חב אטטוווטו	N OF AN
ALLOWABLE AR	ONTAGET			
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION	DERATE H N TYPE: II-I			
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE ST	DERATE H N TYPE: II- IGHT: 75' (ORIES: 4-5	В		
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE ST ALLOWABLE AR SEPARATED US	DERATE H N TYPE: II- IGHT: 75' (ORIES: 4-5 REA = 17,50	B (TABLE 504.3) STORIES (TABLE 504.4) 00 S.F. (GROUP S-1 - "NS" TABLE 506.2) VABLE AREAS		
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE ST ALLOWABLE AR SEPARATED US X USE GROUP A	DERATE H N TYPE: II- IGHT: 75' (ORIES: 4-S REA = 17,50 RES ALLOW ACTUAL AF ALLOWABL	B (TABLE 504.3) STORIES (TABLE 504.4) 00 S.F. (GROUP S-1 - "NS" TABLE 506.2) VABLE AREAS REA LE AREA		
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE ST ALLOWABLE AR SEPARATED US X USE GROUP A PROVIDED: B	DERATE H N TYPE: II- IGHT: 75' (ORIES: 4-5 REA = 17,50 RES ALLOW ACTUAL AF ALLOWABL 1,797 SF	B (TABLE 504.3) STORIES (TABLE 504.4) 00 S.F. (GROUP S-1 - "NS" TABLE 506.2) VABLE AREAS REA		
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE ST ALLOWABLE AR SEPARATED US X USE GROUP A PROVIDED: B	DERATE H N TYPE: II- IGHT: 75' (ORIES: 4-5 REA = 17,50 RES ALLOW ACTUAL AF ALLOWABL 1,797 SF	B (TABLE 504.3) STORIES (TABLE 504.4) 00 S.F. (GROUP S-1 - "NS" TABLE 506.2) VABLE AREAS REA .E AREA S-1 9,752 SF		
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE ST ALLOWABLE AR SEPARATED US X USE GROUP A PROVIDED: B	DERATE H N TYPE: II- IGHT: 75' (ORIES: 4-5 REA = 17,50 RES ALLOW ACTUAL AF ALLOWABL 1,797 SF	B (TABLE 504.3) STORIES (TABLE 504.4) 00 S.F. (GROUP S-1 - "NS" TABLE 506.2) VABLE AREAS REA .E AREA S-1 9,752 SF		
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE ST ALLOWABLE AR SEPARATED US X USE GROUP A PROVIDED: B	DERATE H N TYPE: II- IGHT: 75' (ORIES: 4-5 REA = 17,50 RES ALLOW ACTUAL AF ALLOWABL 1,797 SF	B (TABLE 504.3) STORIES (TABLE 504.4) 00 S.F. (GROUP S-1 - "NS" TABLE 506.2) VABLE AREAS REA .E AREA S-1 9,752 SF		
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE ST ALLOWABLE AR SEPARATED US X USE GROUP A PROVIDED: B	DERATE H N TYPE: II- IGHT: 75' (ORIES: 4-5 REA = 17,50 RES ALLOW ACTUAL AF ALLOWABL 1,797 SF	B (TABLE 504.3) STORIES (TABLE 504.4) 00 S.F. (GROUP S-1 - "NS" TABLE 506.2) VABLE AREAS REA .E AREA S-1 9,752 SF		
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE AR SEPARATED US X USE GROUP A X USE GROUP A PROVIDED: B ALLOWED: B	DERATE H N TYPE: II- IGHT: 75' (ORIES: 4-S REA = 17,50 SES ALLOW ACTUAL AF ALLOWABL 1,797 SF 92,000 SF	B (TABLE 504.3) STORIES (TABLE 504.4) 00 S.F. (GROUP S-1 - "NS" TABLE 506.2) VABLE AREAS REA .E AREA S-1 9,752 SF S-1 70,000 SF		
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE AR SEPARATED US X USE GROUP A Y USE GROUP A PROVIDED: B ALLOWED: B	DERATE H N TYPE: II- IGHT: 75' (ORIES: 4-S REA = 17,50 SES ALLOW ACTUAL AF ALLOWABL 1,797 SF 92,000 SF	B (TABLE 504.3) STORIES (TABLE 504.4) 00 S.F. (GROUP S-1 - "NS" TABLE 506.2) VABLE AREAS REA .E AREA S-1 9,752 SF	REMENTS	SBY
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE AR SEPARATED US X USE GROUP A Y USE GROUP A PROVIDED: B ALLOWED: B	PDERATE HAN TYPE: II-IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	B (TABLE 504.3) STORIES (TABLE 504.4) 00 S.F. (GROUP S-1 - "NS" TABLE 506.2) VABLE AREAS REA S-1 9,752 SF S-1 70,000 SF VALL AND CEILING FINISH REQUI OCCUPANCY (TABLE 803.13) SPRINKLERED		
ALLOWABLE AR ALLOWABLE FR GROUP S-1 -MO CONSTRUCTION ALLOWABLE HE ALLOWABLE AR SEPARATED US X USE GROUP A X USE GROUP A PROVIDED: B ALLOWED: B	PDERATE HAN TYPE: II-IIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIIII	B (TABLE 504.3) STORIES (TABLE 504.4) 00 S.F. (GROUP S-1 - "NS" TABLE 506.2) WABLE AREAS REA S-1 9,752 SF S-1 70,000 SF WALL AND CEILING FINISH REQUITIONS OCCUPANCY (TABLE 803.13)	ROOMS A	

REQUIRED RATING

NO SEPARATION REQUIRED

NO SEPARATION

REQUIRED

1-HR

1-HR

TABLE 508.4

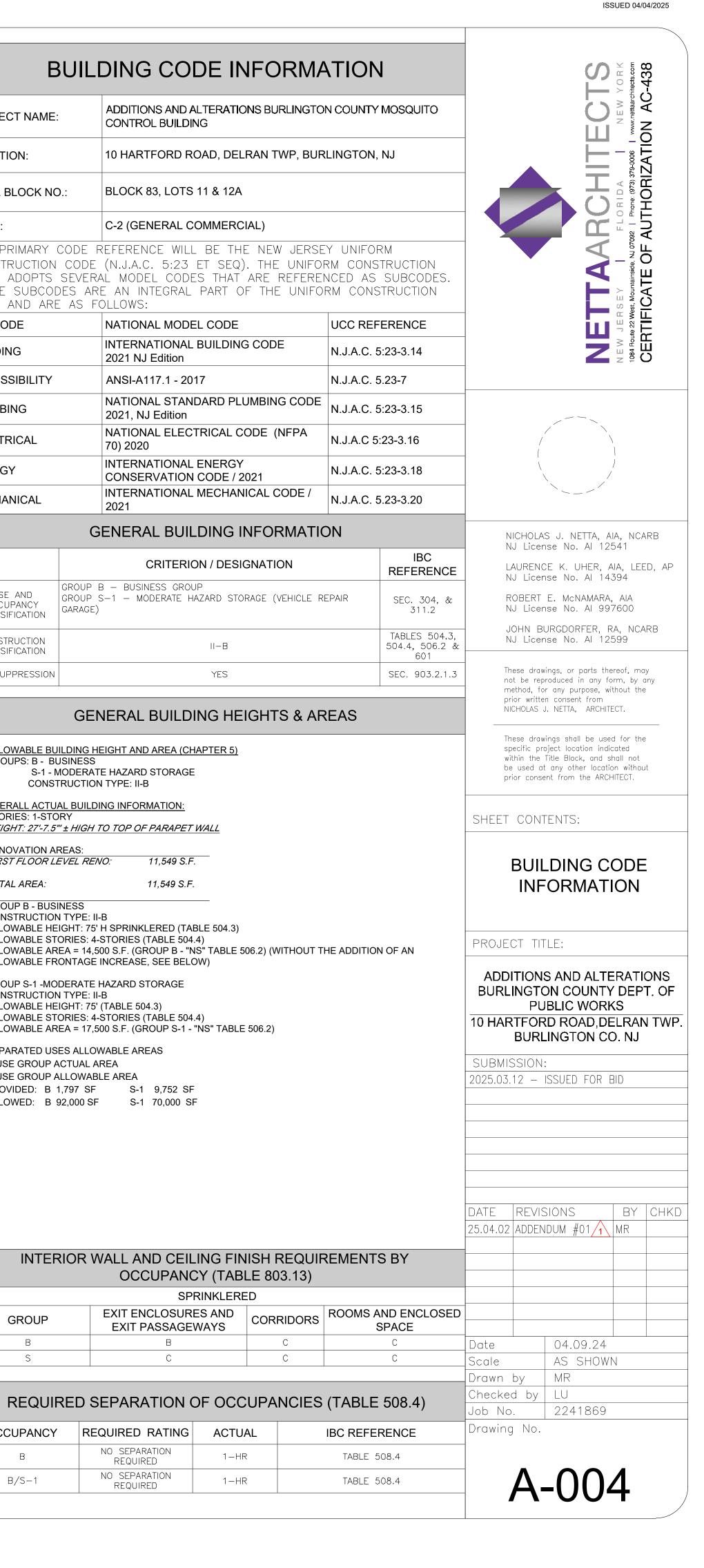
TABLE 508.4

OCCUPANCY

B/S-1

NA

NA



Has Heat Pump:

Description

Project Information

COMcheck Software Version COMcheckWeb **Envelope Compliance Certificate**

2021 IECC Energy Code: Project Title: Warehouse Building Burlington, New Jersey Location: Climate Zone: Project Type: Addition Vertical Glazing / Wall Area: 6% All Electric: false false Is Renewable: Has Battery: false Has Charger: false

true

Construction Site: 10 Hartford Road Delran, New Jersey 08075

Owner/Agent: **Burlington County Department of** 10 Hartford Road Delran Township, New Jersey 08075

Designer/Contractor: Larry Uher Netta Architects 1084 West Route 22 Mountainside, New Jersey 07092 973-379-0006 luher@nettaarchitects.com

Efficiency Packages Credit

Building Area Floor Area 1-Office (Office) : Nonresidential

Envelope Assemblies

	Assembly	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Proposed U-Factor	Budget U- Factor _(a)	
Roof: Ro	of, [Bldg. Use 1 - Office]	1800		33.5	0.029	0.032	
Floor: Flo	oor, Vertical 3 ft., [Bldg. Use 1 - Office] (c)	153	2229	10.0	0.510	0.520	
	Wall: Entrance Wall, Single Layer Mineral mpressed at girt), [Bldg. Use 1 - Office]	890	19.0	23.0	0.034	0.052	
Door: , S	winging, [Bldg. Use 1 - Office]	21	<u> </u>		0.360	0.370	
Kawneer	dow 1 of 3: , Perf. Specs.: Product ID Nx-3500 with solarban 60, SHGC 0.33, se 1 - Office] (b)	17	220	<u>1785</u>	0.470	0.450	

Project Title: Warehouse Building Report date: 01/13/25 Data filename: Page 1 of 21

	Gross Area or Perimeter	Cavity R-Value	Cont. R-Value	Proposed U-Factor	Budget U- Factor _(a)
Lab Window 1 of 3 1: , Perf. Specs.: Product ID Kawneer Nx-3500 with solarban 60, SHGC 0.33, [Bldg. Use 1 - Office] (b)	17	5 <u>~~</u>	0222	0.470	0.450
Lab Window 1 of 3 2: , Perf. Specs.: Product ID Kawneer Nx-3500 with solarban 60, SHGC 0.33, [Bldg. Use 1 - Office] (b)	17			0.470	0.450
Office 01 Window: , Perf. Specs.: Product ID Kawneer Nx-3500 with solarban 60, SHGC 0.33, [Bldg. Use 1 - Office] (b)	17	12 <u>24.2</u> 1	0220	0.470	0.450
EAST East Wall: East Wall, Single Layer Mineral Fiber (compressed at girt), [Bldg. Use 1 - Office]	380	19.0	23.0	0.034	0.052
<u>WEST</u> West Wall: West Wall, Single Layer Mineral Fiber (compressed at girt), [Bldg. Use 1 - Office]	380	19.0	23.0	0.034	0.052
Office 02 Window 1: , Perf. Specs.: Product ID Kawneer Nx-3500 with solarban 60, SHGC 0.33, [Bldg. Use 1 - Office] (b)	17	1 <u>21.0</u> 1	0 <u>200</u>	0.470	0.450
Office 01 Window 2: , Perf. Specs.: Product ID Kawneer Nx-3500 with solarban 60, SHGC 0.33, [Bldg. Use 1 - Office] (b)	17	(111)		0.470	0.450
(a) Budget U-factors are used for software baseline (b) Fenestration product performance must be cert	tified in accord	ance with N	NFRC and re		
(c) Slab-On-Grade proposed and budget U-factors		are r-racto	irs.		
(c) Slab-On-Grade proposed and budget U-factors Envelope PASSES: Design 13% better than code Envelope Compliance Statement Compliance Statement: The proposed envelope design	e gn represented	in this doc	cument is co		
(c) Slab-On-Grade proposed and budget U-factors Envelope PASSES: Design 13% better than code Envelope Compliance Statement	gn represented this permit app	in this doc lication. Th	tument is cone proposed	l envelope sy	stems have been

Report date: 01/13/25

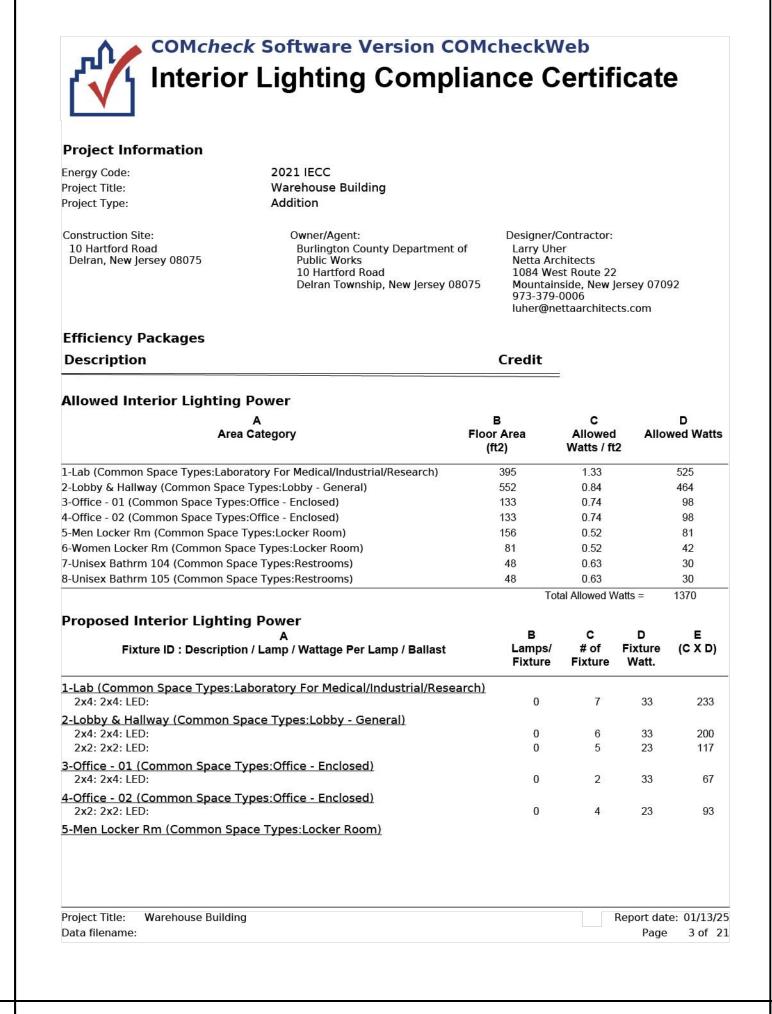
Page 2 of 21

Page 5 of 21

Project Title: Warehouse Building

Data filename:

Data filename:





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JOHN BURGDORFER, RA, NCARB NJ License No. Al 12599

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BUILDING COMPLIANCE

INFORMATION

ADDITIONS AND ALTERATIONS BURLINGTON COUNTY DEPT. OF PUBLIC WORKS 10 HARTFORD ROAD, DELRAN TWP.

BURLINGTON CO. NJ

BY CHKD

2025.03.12 - ISSUED FOR BID

SHEET CONTENTS:

PROJECT TITLE:

SUBMISSION:

DATE REVISIONS

25.04.02 ADDENDUM #01/1 MR

Lamps/ # of Fixture (C X D) Fixture ID: Description / Lamp / Wattage Per Lamp / Ballast Fixture Fixture Watt. 2x4: 2x4: LED: 6-Women Locker Rm (Common Space Types:Locker Room) 1 33 2x4: 2x4: LED: 7-Unisex Bathrm 104 (Common Space Types:Restrooms) 1 33 2x4: 2x4: LED: 8-Unisex Bathrm 105 (Common Space Types:Restrooms) 2x4: 2x4: LED:

	Total Proposed Watts =	87
Proposed Interior Lighting Controls		
Fixture	Lighting Control	
1-Lab (Common Space Types:Laboratory For Medical/Indu	strial/Research)	
2x4: 2x4: LED:	Occupancy Sensor, Manual Control	
2-Lobby & Hallway (Common Space Types:Lobby - Genera	Ш	
2x4: 2x4: LED:	Occupancy Sensor, Manual Control	
2x2: 2x2: LED:	Occupancy Sensor, Manual Control	
3-Office - 01 (Common Space Types:Office - Enclosed)		
2x4: 2x4: LED:	Occupancy Sensor, Manual Control	
4-Office - 02 (Common Space Types:Office - Enclosed)		
2x2: 2x2: LED:	Occupancy Sensor, Manual Control	
5-Men Locker Rm (Common Space Types:Locker Room)		
2x4: 2x4: LED:	Occupancy Sensor, Manual Control	
6-Women Locker Rm (Common Space Types:Locker Room)	
2x4: 2x4: LED:	Occupancy Sensor, Manual Control	
7-Unisex Bathrm 104 (Common Space Types:Restrooms)		
2x4: 2x4: LED:	Occupancy Sensor, Manual Control	
8-Unisex Bathrm 105 (Common Space Types:Restrooms)		
2x4: 2x4: LED:	Occupancy Sensor, Manual Control	

Interior Lighting Compliance

Statement Compliance Statement: The proposed interior lighting design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed interior lighting systems have been designed to meet the 2021 IECC requirements in COMcheckWeb and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

Name - Title		Signature	Date				
	Warehouse Building		Report date: 01/13/25				
Data filename:			Page 4 of 21				

Project Information					
Energy Code: Project Title:	2021 IECC Warehouse Building				
Project Type: Exterior Lighting Zone	Addition 3 (Other (LZ3))				
Construction Site: 10 Hartford Road Delran, New Jersey 08075	Owner/Agent: Burlington County Department of Public Works 10 Hartford Road Delran Township, New Jersey 08075	Larry Uh Netta Ar 1084 We Mountair 973-379	chitects est Route 22 nside, New Je		
Efficiency Packages					
Description		Credit	_		
		Watts /	Wattage	(BX	C)
Entry Facade Lighting (Illuminate	d area of facade wall or surface) 6 ft2	0.11	No	••	1
Entry Facade Lighting (Illuminate	d area of facade wall or surface) 6 ft2	Total Tradal Base Site A	No ble Watts (a) = llowance (b) = llowed Watts =	50	0
(a) Wattage tradeoffs are only	d area of facade wall or surface) 6 ft2 allowed between tradable areas/surfaces. to 500 watts may be applied toward compliance	Total Tradal Base Site A Total Al	ble Watts (a) = .llowance (b) = llowed Watts =	50	0
(a) Wattage tradeoffs are only (b) A base site allowance equal areas/surfaces.	allowed between tradable areas/surfaces. to 500 watts may be applied toward compliance	Total Tradal Base Site A Total Al	ble Watts (a) = llowance (b) = llowed Watts = radable and	50	0
(a) Wattage tradeoffs are only (b) A base site allowance equal areas/surfaces. Proposed Exterior Lighti	allowed between tradable areas/surfaces. to 500 watts may be applied toward compliance	Total Tradal Base Site A Total Al	ble Watts (a) = Illowance (b) = Illowed Watts = radable and	50 tradable	0
(a) Wattage tradeoffs are only (b) A base site allowance equal areas/surfaces. Proposed Exterior Lighti Fixture ID: Descripti	allowed between tradable areas/surfaces. to 500 watts may be applied toward compliance ing Power A on / Lamp / Wattage Per Lamp / Ballast ated area of facade wall or surface, 6 ft2): N	Total Tradal Base Site A Total Al of both non-t B Lamps/ Fixture	ble Watts (a) = Illowance (b) = Illowed Watts = radable and fine C # of Fixture	50 tradable D Fixture	0 0 1
(a) Wattage tradeoffs are only (b) A base site allowance equal areas/surfaces. Proposed Exterior Lighti Fixture ID: Descripti Entry Facade Lighting (Illumin	allowed between tradable areas/surfaces. to 500 watts may be applied toward compliance ing Power A on / Lamp / Wattage Per Lamp / Ballast ated area of facade wall or surface, 6 ft2): N	Total Tradal Base Site A Total Al of both non-t B Lamps/ Fixture Non-tradable	ble Watts (a) = Illowance (b) = Illowed Watts = radable and f C # of Fixture Wattage	tradable D Fixture (Watt.	0 0 1 E (C X D)
(a) Wattage tradeoffs are only (b) A base site allowance equal areas/surfaces. Proposed Exterior Lighti Fixture ID : Descripti Entry Facade Lighting (Illuminates) Exterior Sconce: Exterior Sconce	allowed between tradable areas/surfaces. to 500 watts may be applied toward compliance ing Power A on / Lamp / Wattage Per Lamp / Ballast ated area of facade wall or surface, 6 ft2): Ne: LED:	Total Tradal Base Site A Total Al of both non-t B Lamps/ Fixture Non-tradable	ble Watts (a) = Illowance (b) = Illowed Watts = radable and f C # of Fixture Wattage 6	tradable D Fixture (Watt.	0 0 1 (C X D)
(a) Wattage tradeoffs are only (b) A base site allowance equal areas/surfaces. Proposed Exterior Lighti Fixture ID: Descripti Entry Facade Lighting (Illumin Exterior Sconce: Exterior Sconce	allowed between tradable areas/surfaces. to 500 watts may be applied toward compliance ing Power A on / Lamp / Wattage Per Lamp / Ballast ated area of facade wall or surface, 6 ft2): Ne: LED:	Total Tradal Base Site A Total Al of both non-t B Lamps/ Fixture On-tradable 0 Total Tra	ble Watts (a) = Illowance (b) = Illowed Watts = radable and f C # of Fixture Wattage 6	tradable D Fixture Watt. 34 ed Watts =	0 0 1 (C X D)
(a) Wattage tradeoffs are only (b) A base site allowance equal areas/surfaces. Proposed Exterior Lighti Fixture ID : Descripti Entry Facade Lighting (Illuminate Exterior Sconce: Exterior Sconce) Proposed Exterior Lighting	allowed between tradable areas/surfaces. to 500 watts may be applied toward compliance ing Power A on / Lamp / Wattage Per Lamp / Ballast ated area of facade wall or surface, 6 ft2): Ne: LED:	Total Tradal Base Site A Total Al of both non-t B Lamps/ Fixture O Total Tra	ble Watts (a) = Illowance (b) = Illowed Watts = radable and f C # of Fixture Wattage 6 Idable Propose	tradable D Fixture Watt. 34 ed Watts =	0 0 1 (C X D)

xterior Lighting PASSES: Design 0.0% better than code Exterior Lighting Compliance Compliance Statement: The proposed exterior lighting design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed exterior lighting systems have been designed to meet the 2021 IECC requirements in COMcheckWeb and to comply with any applicable mandatory requirements listed in the Inspection Checklist. Name - Title Project Title: Warehouse Building Report date: 01/13/25 Data filename: Page 6 of 21

COMcheck Software Version COMcheckWeb **Mechanical Compliance Certificate**

Project Information	
Energy Code:	2021 IECC
Project Title:	Warehouse Building
Location:	Burlington, New Jerse
Climate Zone:	4a
Project Type:	Addition

Construction Site: 10 Hartford Road Delran, New Jersey 08075

Owner/Agent: **Burlington County Department of** Public Works 10 Hartford Road Delran Township, New Jersey 08075

Larry Uher Netta Architects 1084 West Route 22 Mountainside, New Jersey 07092 973-379-0006 luher@nettaarchitects.com

Report date: 01/13/25

Page 7 of 21

Designer/Contractor:

Efficiency Packages Description

Credit

Mechanical Systems List

- Quantity System Type & Description 2 TRANE NTXWPH06B112AA (Single Zone):
 - Split System Heat Pump Heating Mode: Capacity = 14 kBtu/h,
 - Proposed Efficiency = 11.90 HSPF2, Required Efficiency = 7.50 HSPF2 Cooling Mode: Capacity = 9 kBtu/h, Proposed Efficiency = 32.20 SEER2, Required Efficiency = 14.30 SEER2 Proposed Part Load Efficiency = 0.00, Required Part Load Efficiency = 0.00

Mechanical Compliance Statement

Compliance Statement: The proposed mechanical design represented in this document is consistent with the building plans, specifications, and other calculations submitted with this permit application. The proposed mechanical systems have been designed to meet the 2021 IECC requirements in COMcheckWeb and to comply with any applicable mandatory requirements listed in the Inspection Checklist.

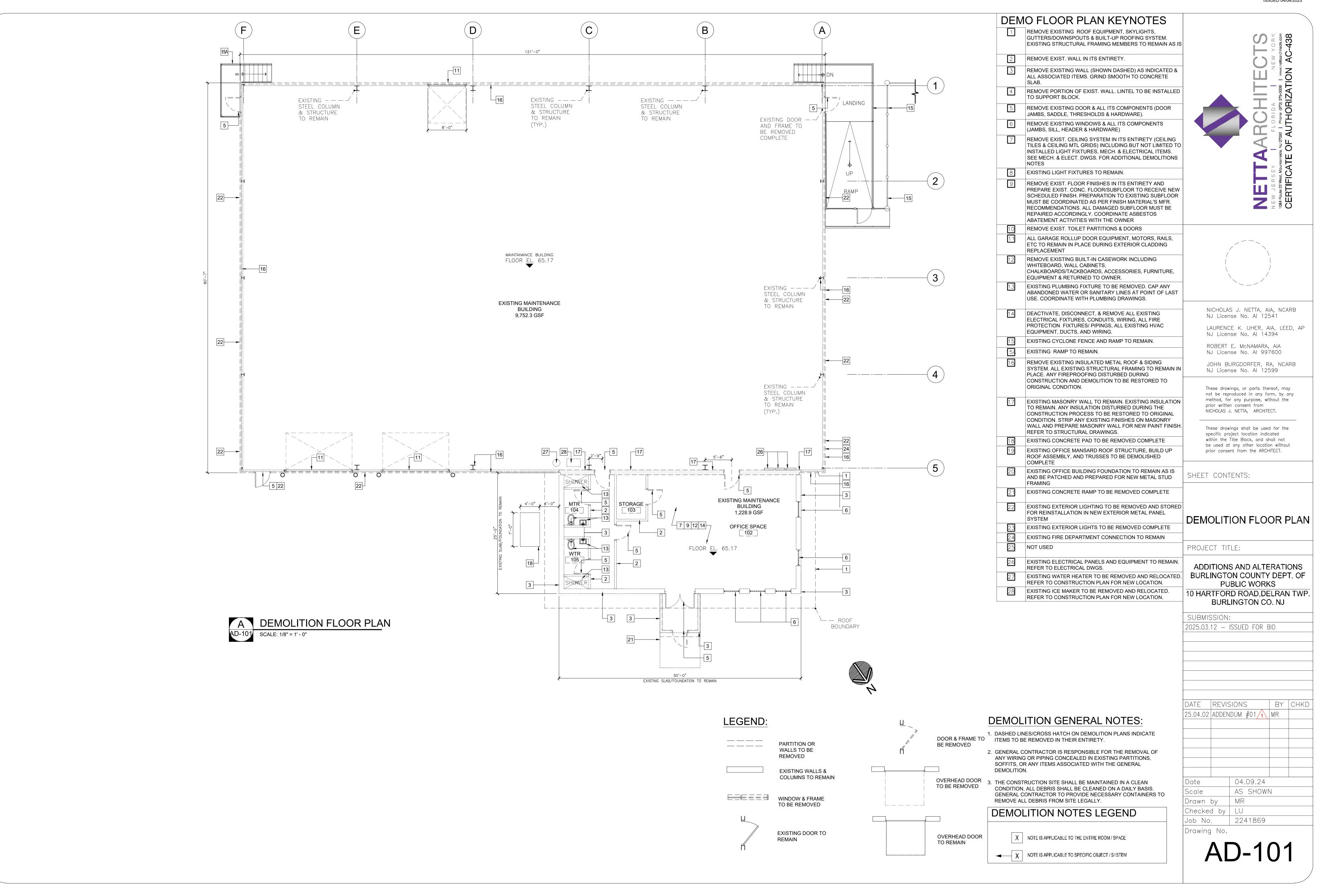
Name - Title

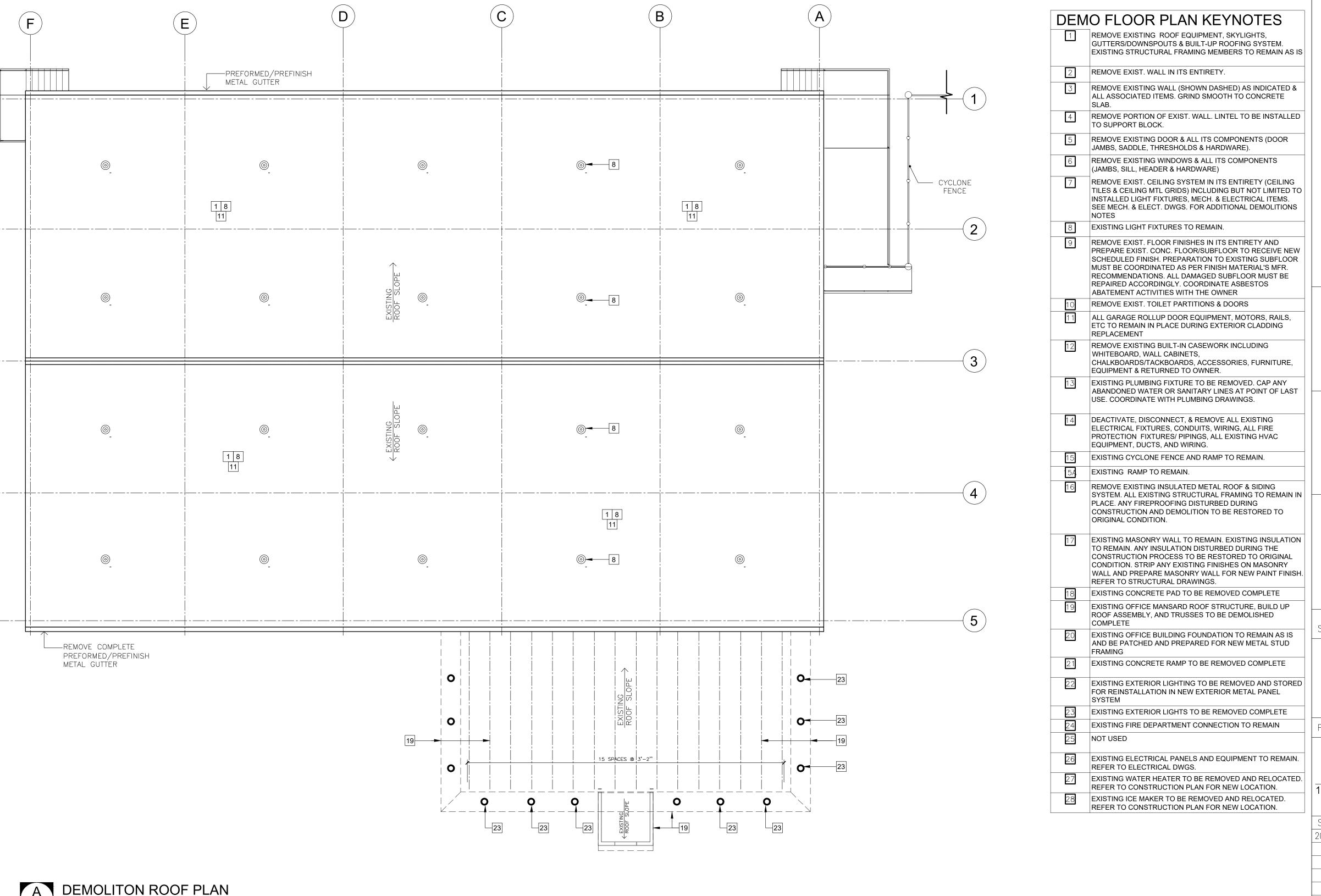
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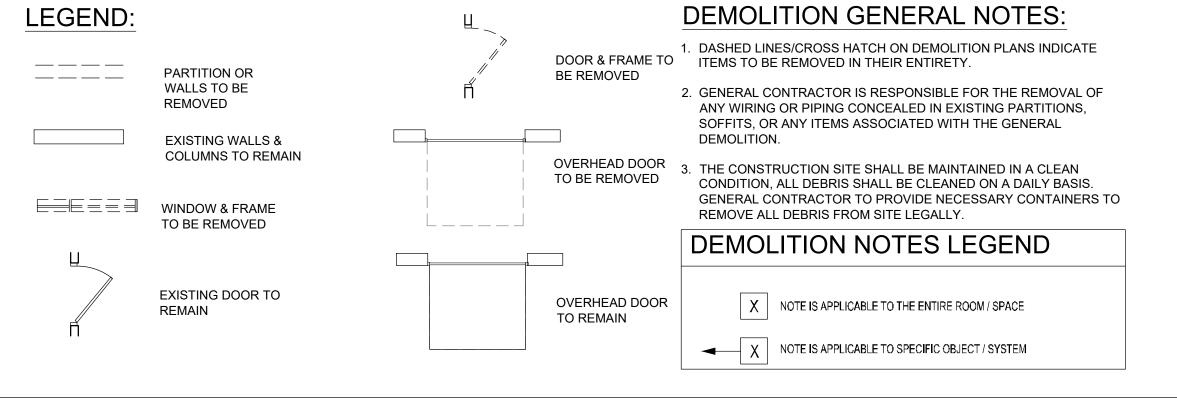
Signature

04.09.24 Scale AS SHOWN MR Drawn by Checked by LU 2241869 Job No. Drawing No.

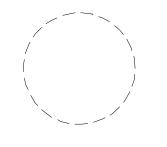




A DEMOLITON ROOF PLAN SCALE: 1/8" = 1' - 0"







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SHEET CONTENTS:

EXISTING STRUCTURAL AND ROOF PLAN

PROJECT TITLE:

ADDITIONS AND ALTERATIONS BURLINGTON COUNTY DEPT. OF PUBLIC WORKS 10 HARTFORD ROAD, DELRAN TWP.

BURLINGTON CO. NJ

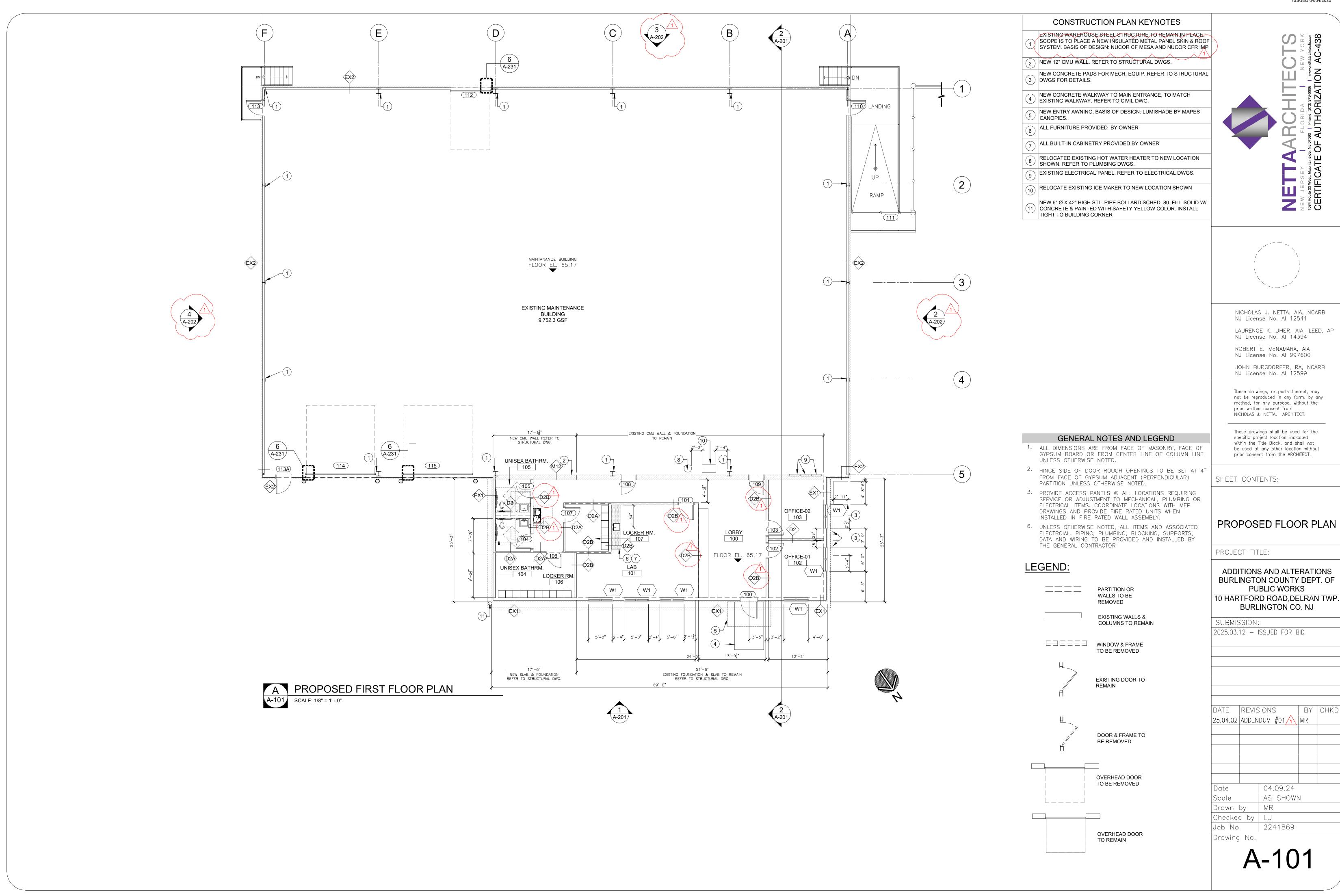
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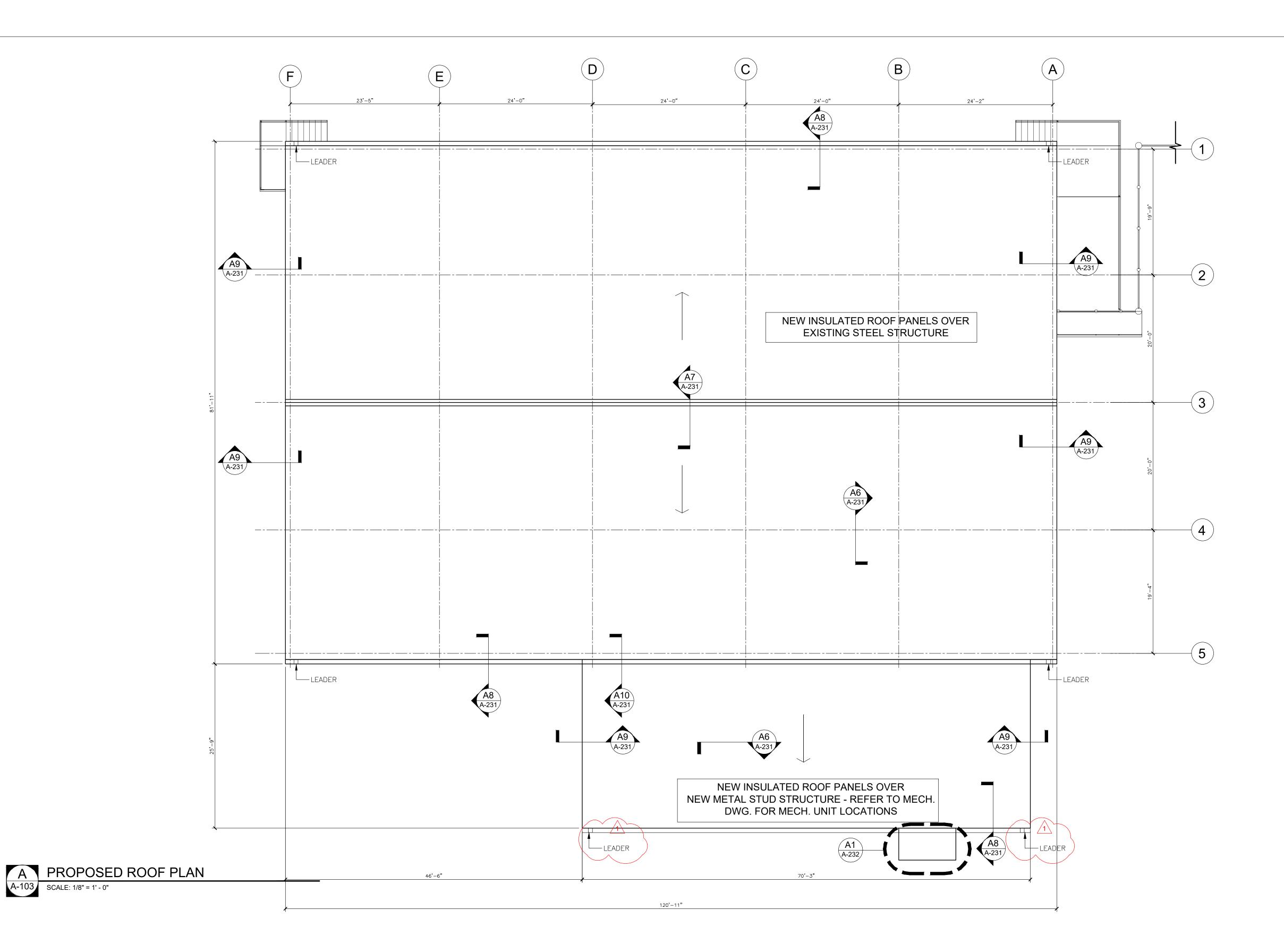
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2241869 Job No. Drawing No.

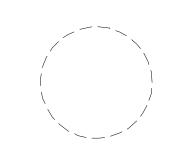
Checked by | LU

AD-103









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SHEET CONTENTS:

ROOF PLAN

PROJECT TITLE:

ADDITIONS AND ALTERATIONS
BURLINGTON COUNTY DEPT. OF
PUBLIC WORKS

10 HARTFORD ROAD, DELRAN TWP.
BURLINGTON CO. NJ

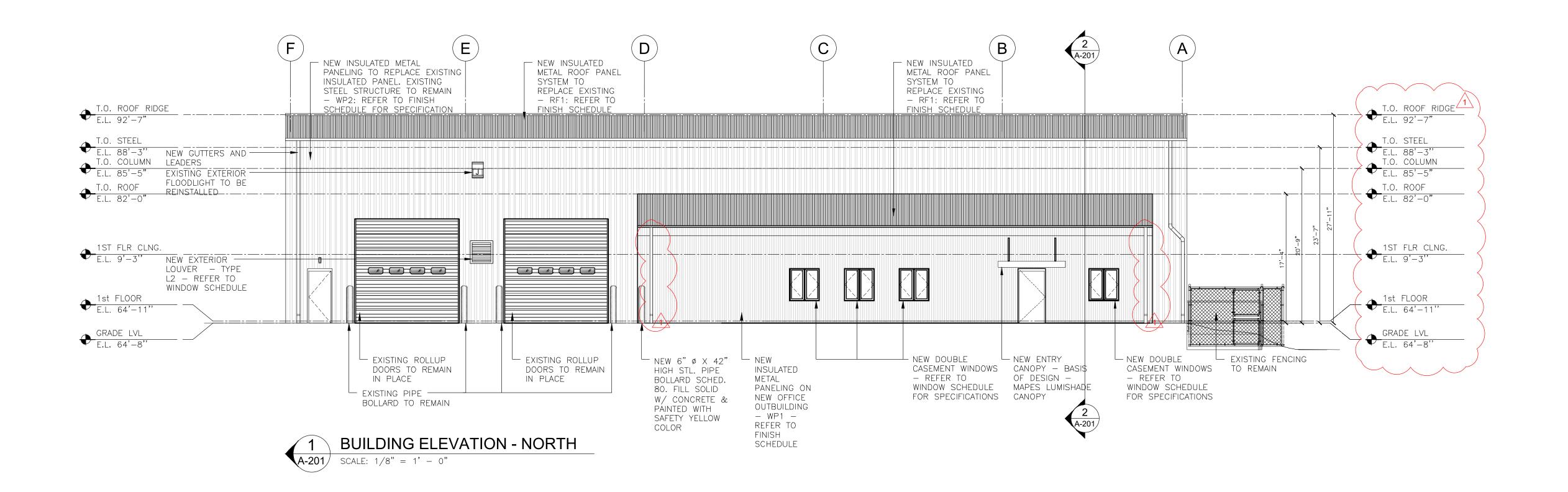
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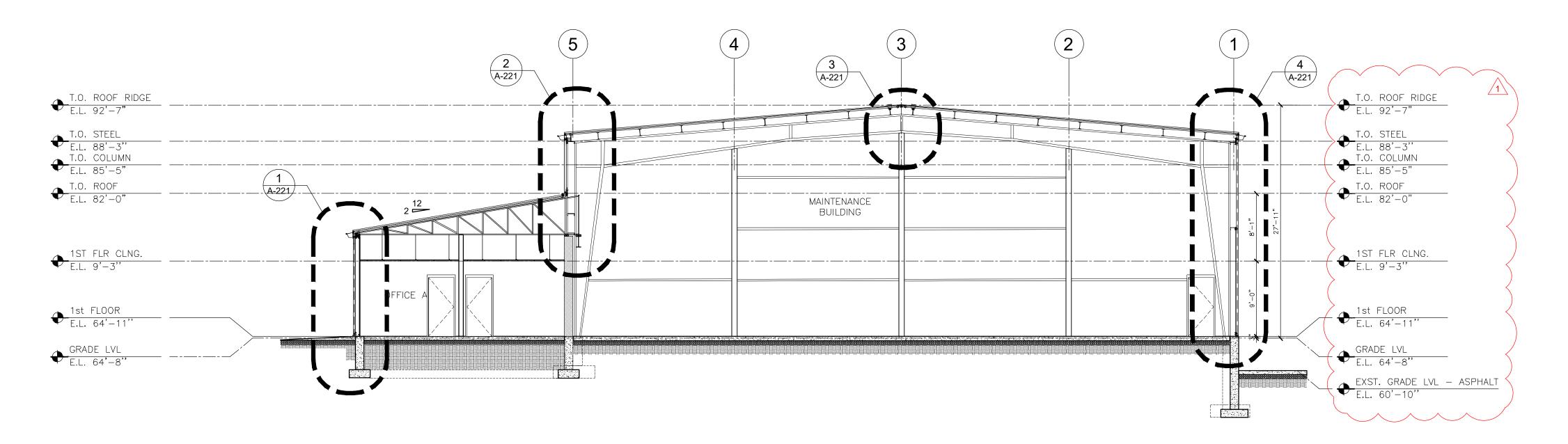
2025.03.12 - ISSUED FOR BID

DATE REVISIONS BY CHKD
25.04.02 ADDENDUM #01 1 MR

Date 04.09.24
Scale AS SHOWN
Drawn by MR
Checked by LU
Job No. 2241869

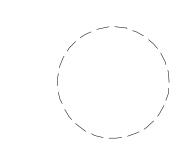
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SHEET CONTENTS:

NORTH BUILDING ELEVATION AND SECTION

PROJECT TITLE:

ADDITIONS AND ALTERATIONS
BURLINGTON COUNTY DEPT. OF
PUBLIC WORKS

10 HARTFORD ROAD, DELRAN TWP.
BURLINGTON CO. NJ

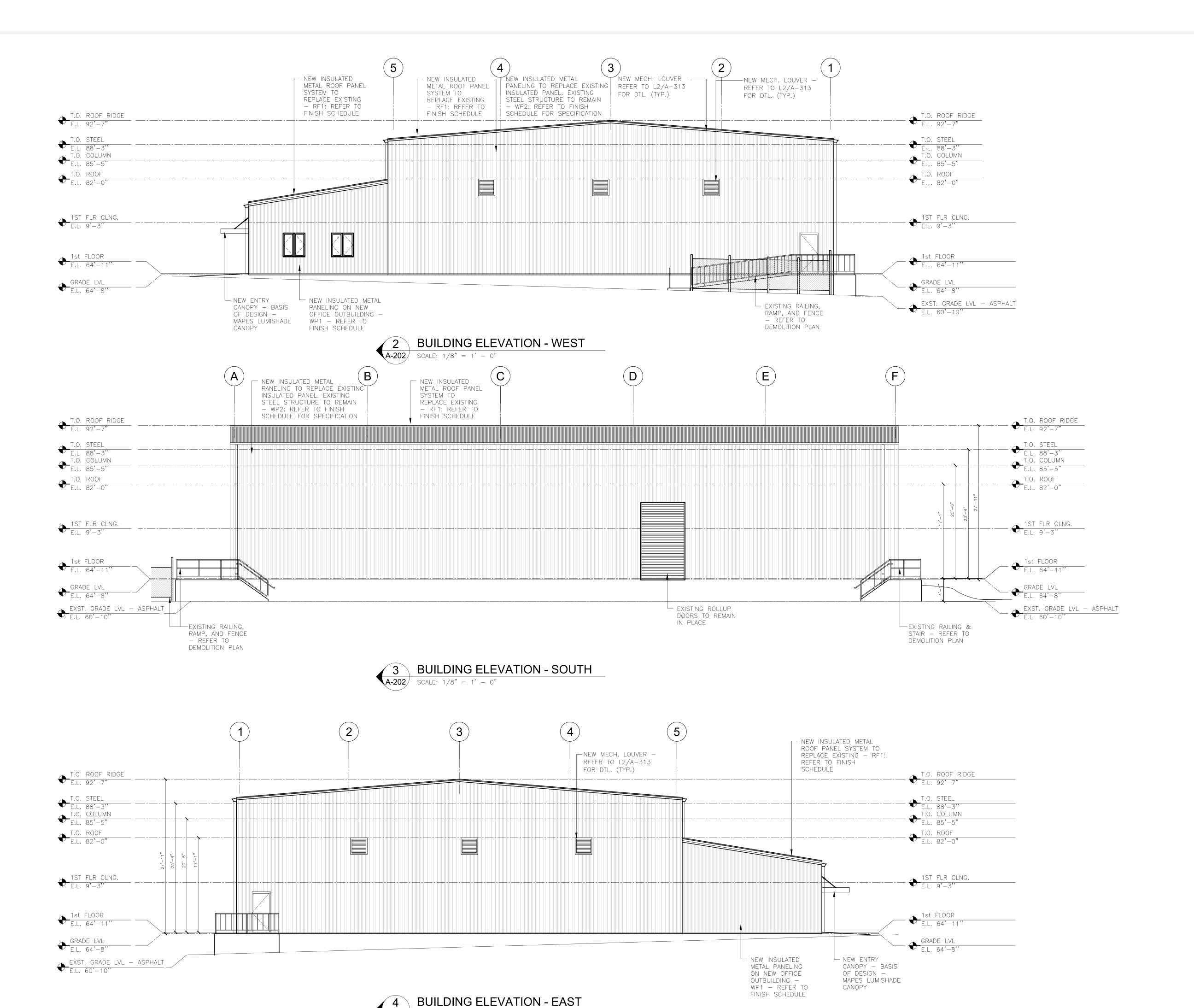
SUBMISSION: 2025.03.12 - ISSUED FOR BID

DATE REVISIONS

25.04.02 ADDENDUM #01 1 MR

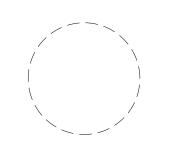
BY CHKD

Date 04.09.24
Scale AS SHOWN
Drawn by MR
Checked by LU
Job No. 2241869
Drawing No.



SCALE: 1/8" = 1' - 0"





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SHEET CONTENTS:

BUILDING ELEVATIONS

PROJECT TITLE:

SUBMISSION:

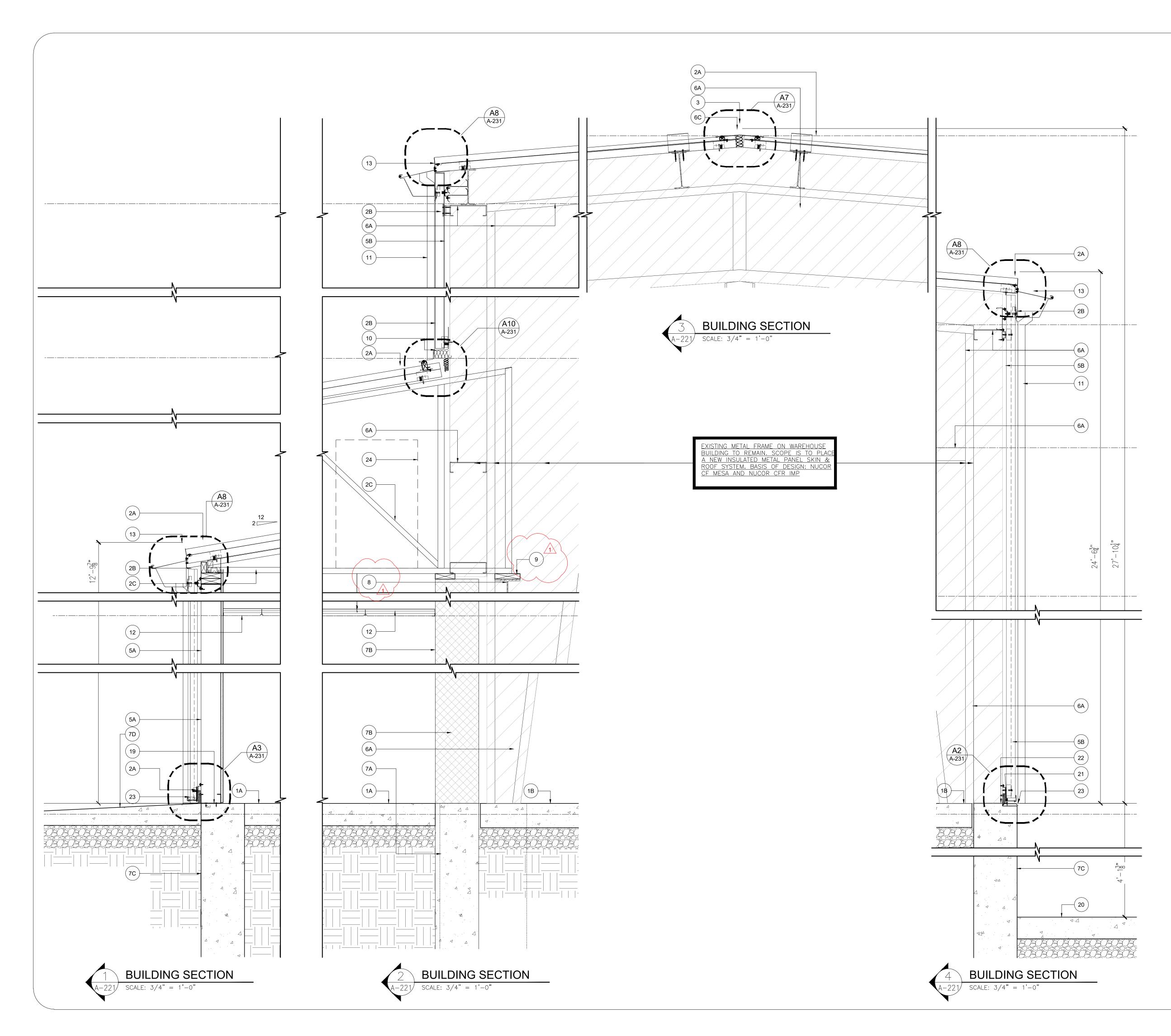
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ADDITIONS AND ALTERATIONS
BURLINGTON COUNTY DEPT. OF
PUBLIC WORKS

10 HARTFORD ROAD, DELRAN TWP.
BURLINGTON CO. NJ

2025.03.12 - ISSUED FOR BID

DATE	REVIS	SIONS	BY	CH				
		IDUM #01/1	MR					
Date		04.09.24						
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Drawn	by	MR						
Checked	d by	LU						
Job No		2241869						



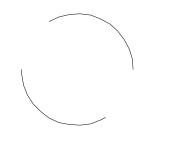
KEYNOTES THIS DRAWING

- (1A) EXISTING CONCRETE SLAB: REFER TO STRUCT'L. DWGS.
- (1B) TYP. FLOOR CONSTRUCTION "FA2". GARAGE TYP. FLOOR CONSTRUCTION REFER TO STRUCT'L DWGS.
- NEW 4" THICK INSULATED METAL ROOFING SYSTEM, NUCOR (2A) CENTRIA VERSAPANEL ROOF OR APPROVED EQUAL - REFER TO 1 FINISH SCHEDULE
- 2B NEW 2.75" THICK INSULATED METAL WALL SYSTEM, NUCOR CENTRIA VERSAWALL OR APPROVED EQUAL — WP2: REFER TO FINISH SCHEDULE
- NEW LIGHT GAUGE METAL PREFABRICATED ROOF TRUSS. REFER TO STRUCTURAL DWGS.
- 3 RIDGE CAP AS PER INSULATED METAL ROOF MFR REFER TO ROOF PLAN
- 4 MECHANICAL LOUVER REFER TO MECHANICAL DRAWINGS
- (5A) EXT. WALL TYPE "EX-1"

(10) COUNTERFLASHING

- (5B) EXT. WALL TYPE "EX-2"
- EXISTING STEEL REFER TO STRUCT'L DWGS. ALL EXISTING STEEL TO BE STRIPPED OF EXISTING INSULATION AND SAND (6A) BLASTED SMOOTH IN PREPARATION FOR NEW PAINT COATING. REFER TO FINISH SCHEDULE FOR PAINT SPECIFICATION
- (6C) FIELD FILL COMPRESSIBLE OR SPRAY IN INSULATION
- 6D FIELD APPLY SEALANT AT ALL INSULATED METAL PANEL JOINTS AS PER MFR
- (7A) CONC. FOUNDATION WALL. REFER TO STRUCT'L. DWGS.
- (7B) CMU WALL WITH REINF. REFER TO STRUCT'L DWGS.
- (7C) EXISTING FOUNDATION WALL. REFER TO STRUCTURAL DWGS. (7D) NEW CONCRETE WALKWAY TO MAIN BUILDING ENTRANCE
- 8 NEW STEEL JOIST AFFIXED TO EXISTING STEEL STRUCTURE REFER TO STRUCTURAL DWG.
- (9) NEW F.T. WOOD BLOCKING AFFIXED TO STEEL JOIST
- NEW 4"x5" PREFINISH ALUM, WATER LEADER, COLOR TO MATCH METAL INSULATED PANEL
- (12) CEILING REFER TO FINISH SCHEDULE DWGS. GUTTER TO MATCH INSULATED METAL PANEL AND ROOF SYSTEM (13) color, with optional support angle. Fasteners to matc(41)
- SYSTEM COLORS. REFER TO FINISH SCHEDULE FOR FINISHES (14) COMPACTED GRAVEL & EARTHFILL
- (15) EXISTING BEAM (WF)/COLUMN (H).
- 6"ø x 42" HIGH STL. PIPE BOLLARD SCHED. 80. FILL SOLID WITH CONCRETE AND PAINTED WITH SAFETY YELLOW COLOR.
- (17) STL. PLATE. SEE STRUCT'L. DWGS.
- (7B) GALV. STEEL FRAMING REFER TO STRUCTURAL DWGS.
- (18) CONTINUOUS GALV. STEEL ANGLE REFER TO STRUCTURAL DWGS.
- (19) CONTINUOUS BASE ANGLE SEALED TO SLAB, FASTENED AS PER MFR. SPEC.
- (20) NEW ACT CEILING SEE FINISH SCHEDULE FOR SPECIFICATION
- (20) EXISTING CONCRETE SLAB TO REMAIN
- (21) FLUSH WALL PANEL BASE WITH BASE TRIM.
- (22) INSULATED METAL PANEL HIDDEN JOINT FASTENERS
- (23) INSULATED METAL PANEL FLUSH BASE CONDITION SEE DTL A2/A231
- NEW PROPOSED LOCATION OF MECH. UNITS REFER TO MECH. DWG.





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SHEET CONTENTS:

WALL SECTIONS

PROJECT TITLE:

ADDITIONS AND ALTERATIONS BURLINGTON COUNTY DEPT. OF PUBLIC WORKS 10 HARTFORD ROAD, DELRAN TWP. BURLINGTON CO. NJ

SUBMISSION:

2025.03.12 - ISSUED FOR BID

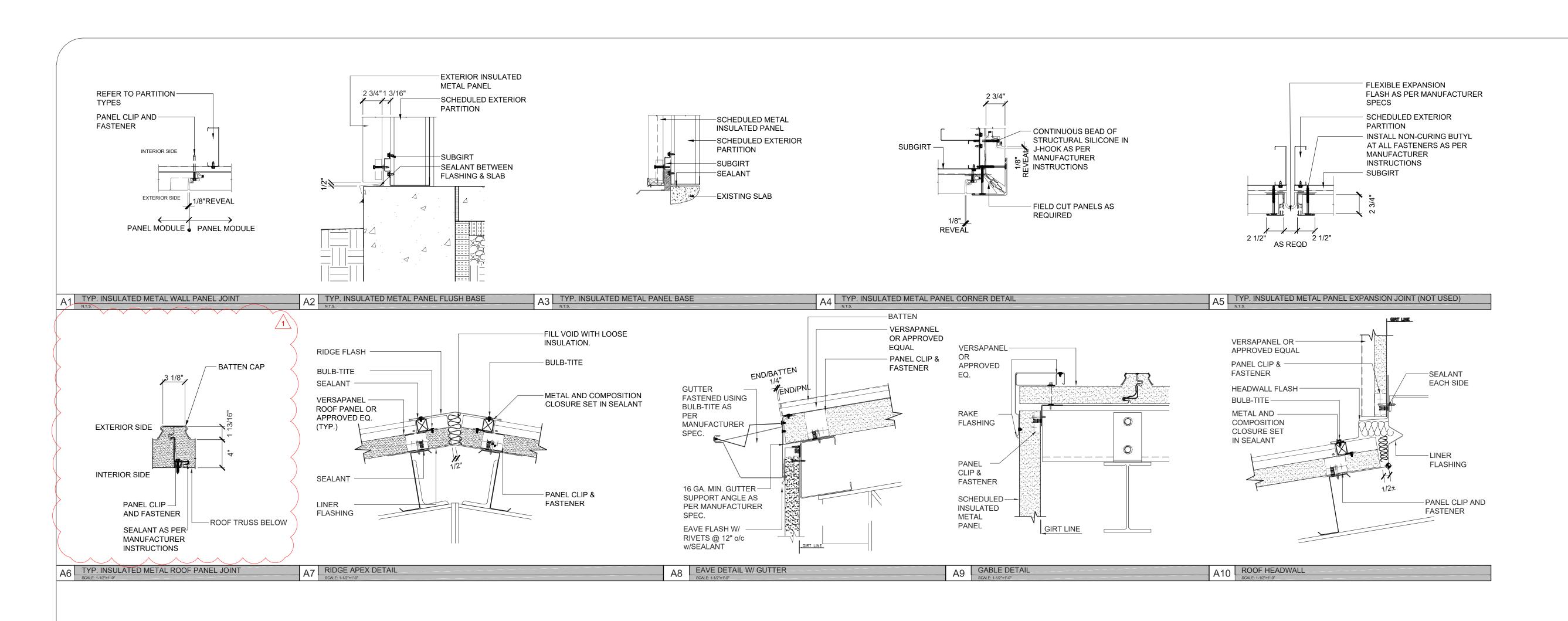
DATE REVISIONS BY CHKD 25.04.02 ADDENDUM #01/1 MR 04.09.24 AS SHOWN Scale MR Drawn by

Drawing No. A-221

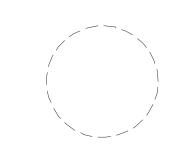
2241869

Checked by LU

Job No.







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SHEET CONTENTS:

TYPICAL METAL INSULATED PANEL DETAILS

PROJECT TITLE:

SUBMISSION:

ADDITIONS AND ALTERATIONS
BURLINGTON COUNTY DEPT. OF
PUBLIC WORKS

10 HARTFORD ROAD, DELRAN TWP.
BURLINGTON CO. NJ

2025.03.12 — ISSUED FOR BID

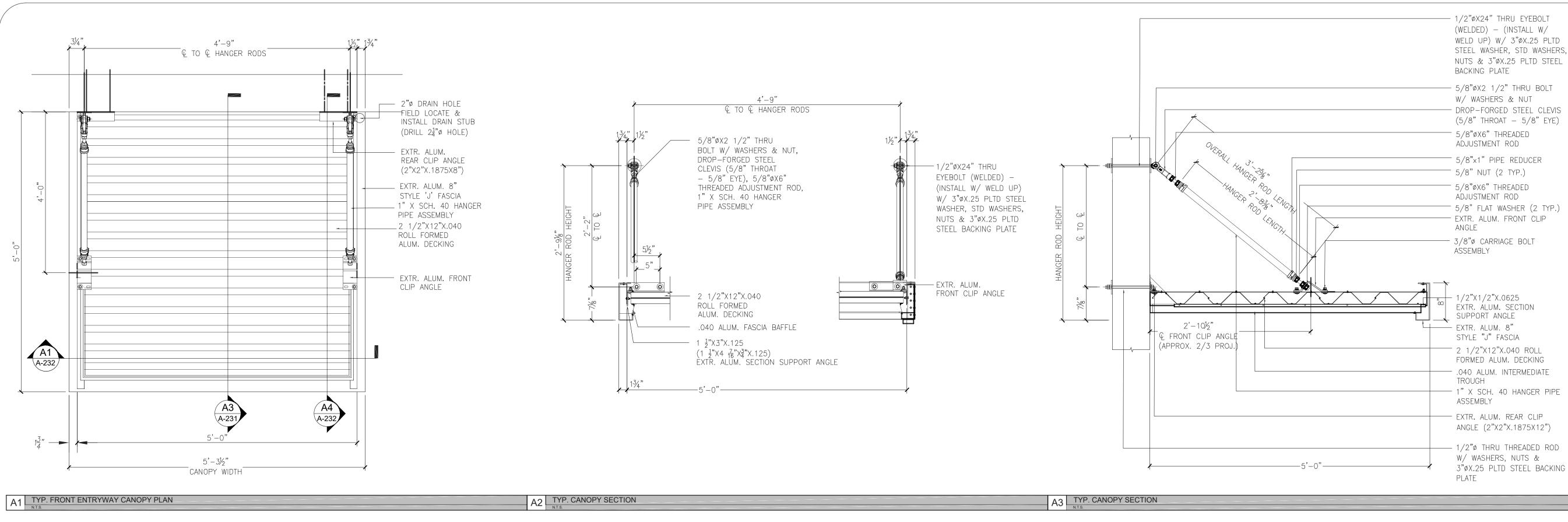
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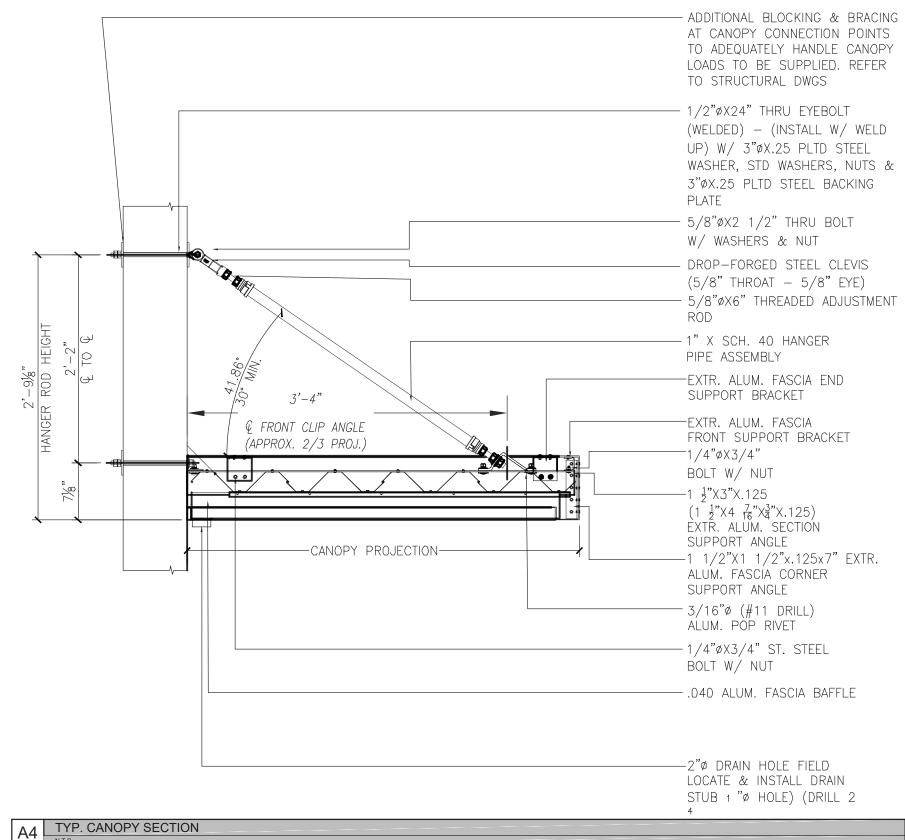
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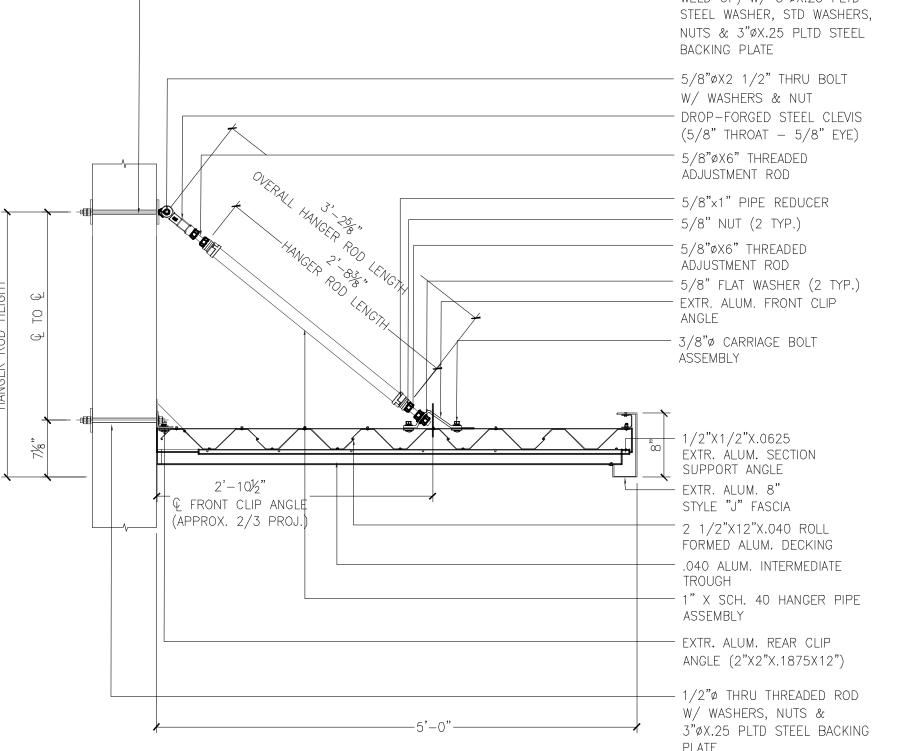
Date 04.09.24
Scale AS SHOWN
Drawn by MR
Checked by LU
Job No. 2241869
Drawing No.

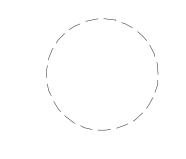
A-231

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SHEET CONTENTS:

TYPICAL FRONT **ENTRYWAY EXTERIOR CANOPY DETAILS**

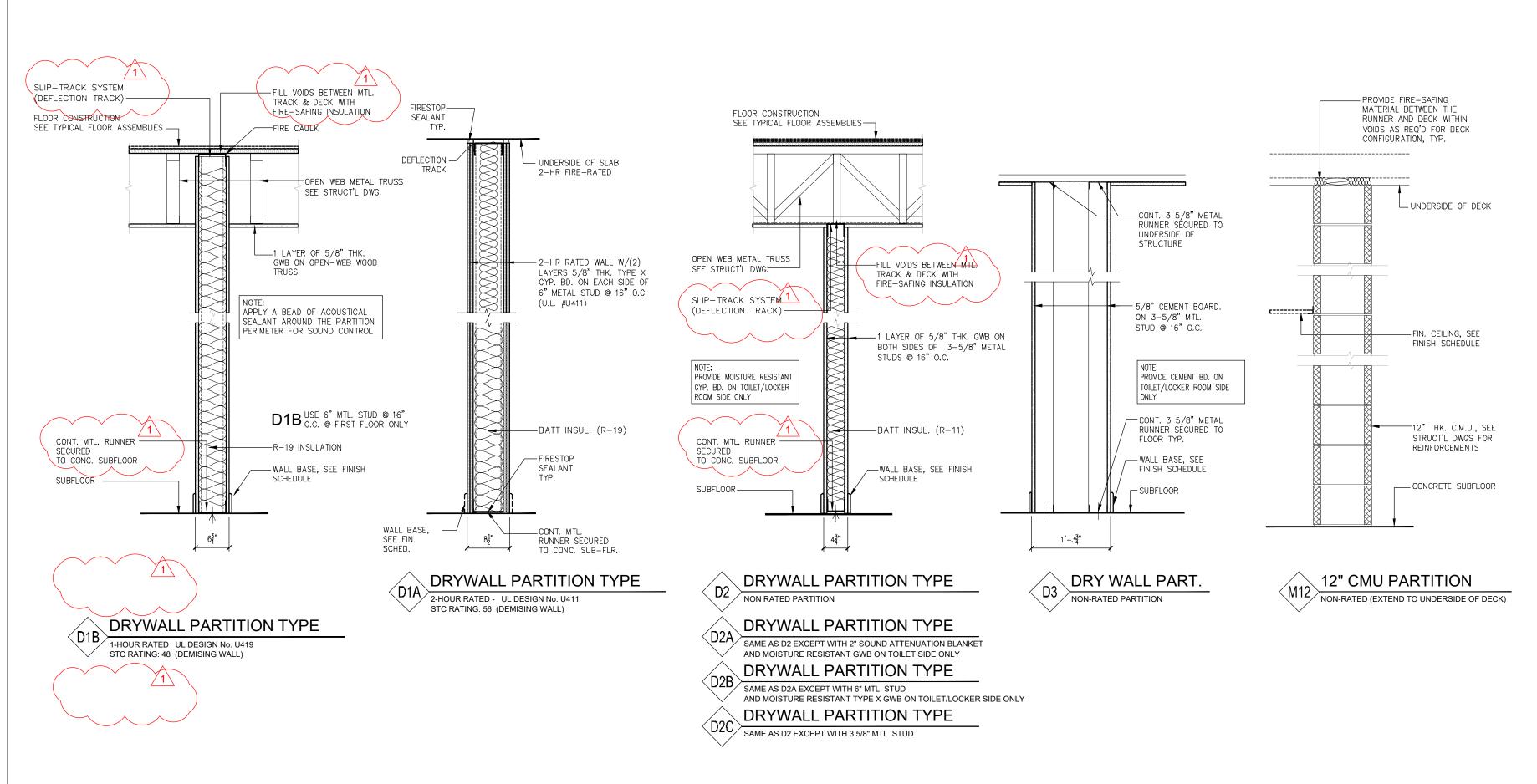
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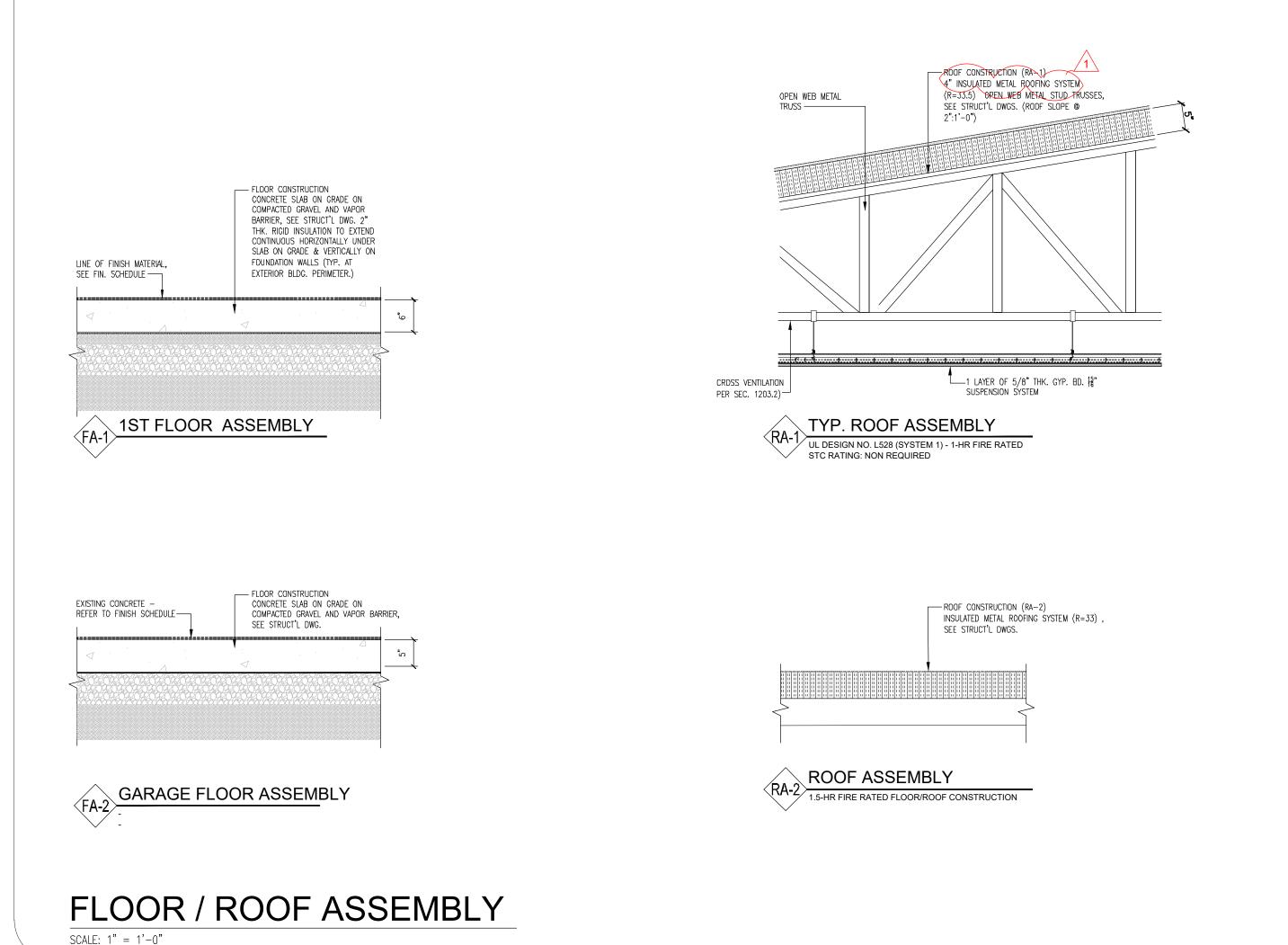
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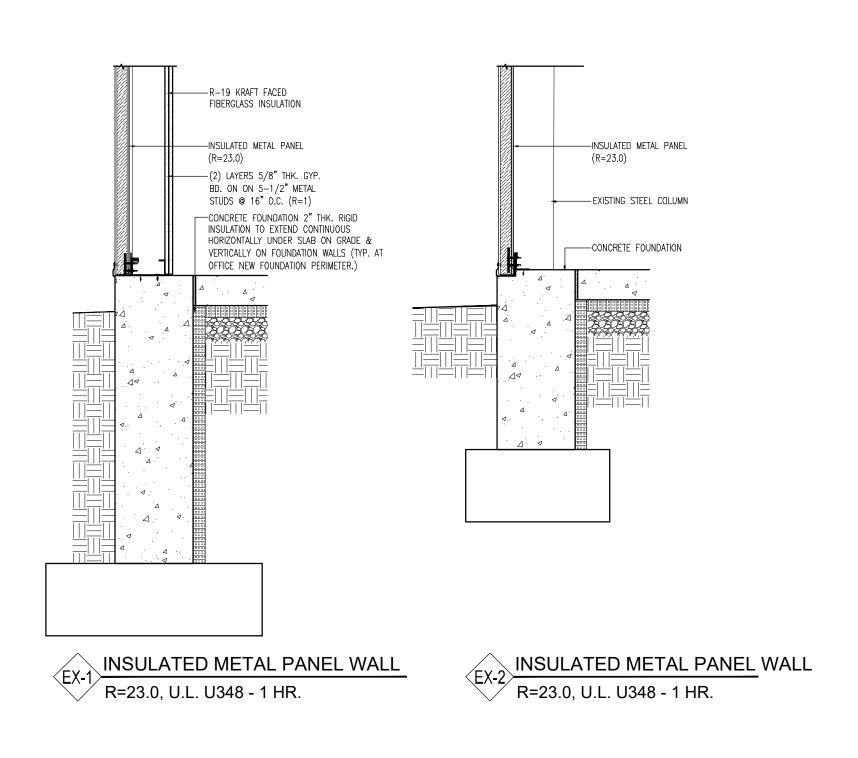
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INTERIOR WALL TYPES

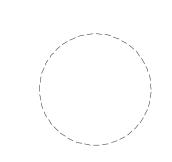




EXTERIOR WALL TYPES

SCALE: 1" = 1'-0"





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SHEET CONTENTS:

PARTITION **TYPES**

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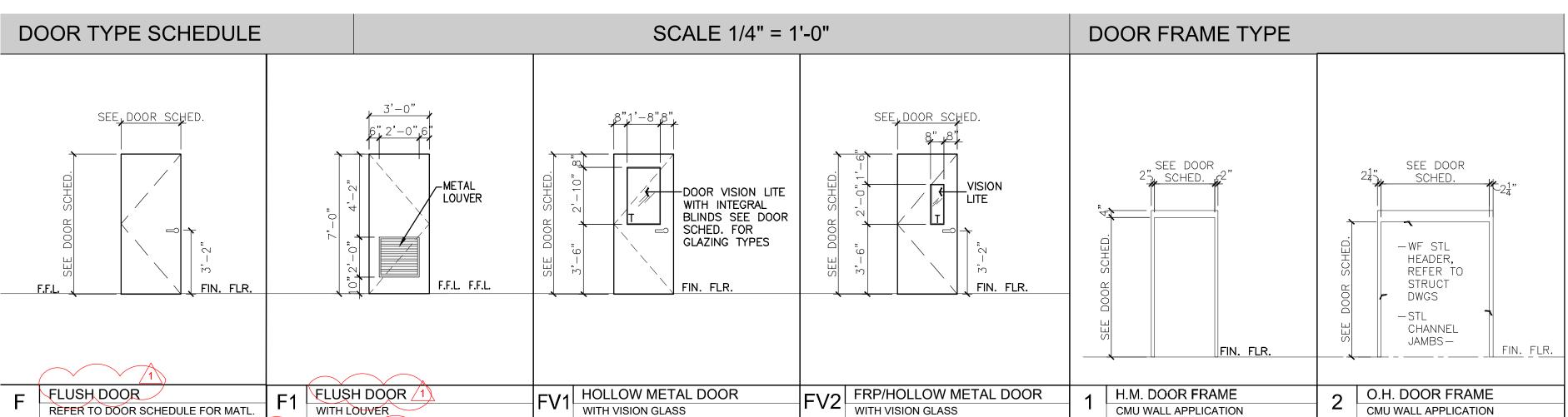
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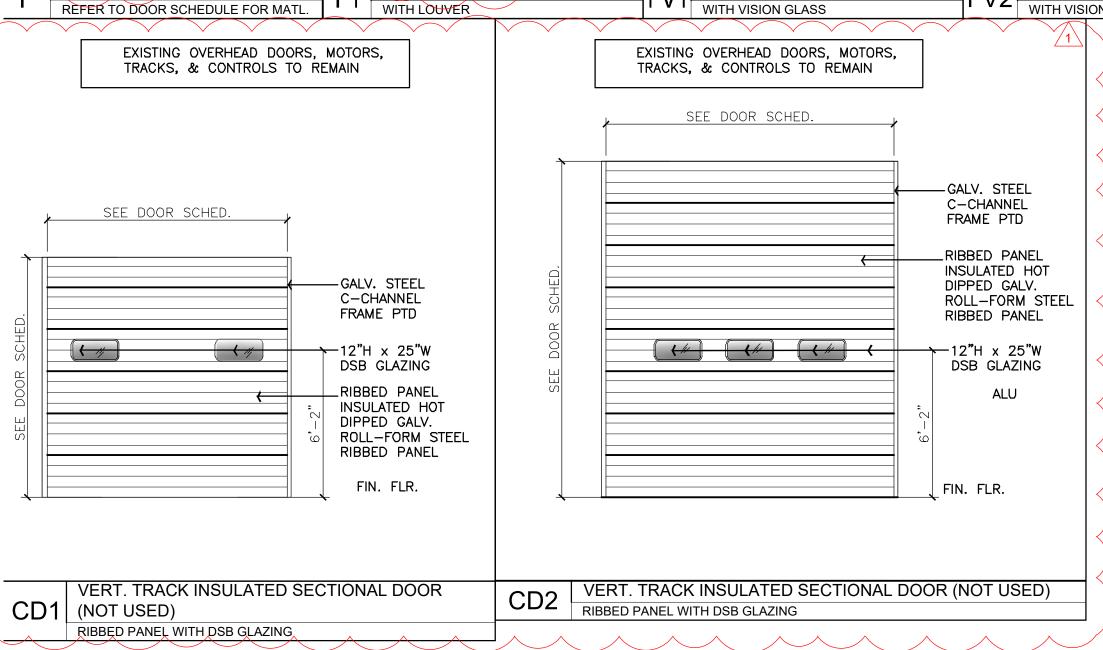
Drawing No.

								D	OOF	RANE) FR	AME	SCH	HEDL	JLE				
DOOR	DOOR	LOCATION			D	OOR						FRAME	E		S	LL	FIRE-		REMARKS
NO.	FROM	ТО	WD	HGT	THK	MAT'L.	FIN	TYPE	GL	MAT'L.	FIN.	TYPE	JAMB	HEAD	MAT'L.	TYPE	RATIN	G SET	TIENN WITE
100	LOBBY	BLDG. EXTERIOR	3'-0"	7'-0"	1¾"	FRP 1	PT	F	_	H.M.	DP1	1	J3	Н3	AL	S2	_	1.0	
101	HALLWAY	LABORATORY	3'-0"	7'-0"	13/4"	H.M.	PT	FV1	T	H.M.	DP1	1	J1	H1	AL	_	_	2.0	
102	LOBBY	OFFICE-01	3'-0"	7'-0"	13/4"	H.M.	PT	F	_	H.M.	DP1	1	J1	H1	_	_	_	4.0	
103	LOBBY	OFFICE-02	3'-0"	7'-0"	13/4"	H.M.	PT	F	_	Н.М.	DP1	1	J1	H1	_	_	_	4.0	
104	HALLWAY	UNISEX BATHROOM	3'-0"	7'-0"	13/4"	H.M.	PT	F	_	H.M.	DP1	1	J1	H1	AL	S5	_	3.0	
105	HALLWAY	UNISEX BATHROOM	3'-0"	7'-0"	13/4"	H.M.	PT	F	_	Н.М.	DP1	1/1	J1	H1	AL	S5	_	3.0	
106	HALLWAY	MEN'S LOCKER RM.	3'-0"	7'-0"	13/4"	H.M.	PT	F	Т	Н.М.	DP1	1	J1	H1	AL	S5	_	3.0	
107	HALLWAY	WOMEN'S LOCKER RM.	3'-0"	7'-0"	13/4"	H.M.	PT	F	_	Н.М.	DP1	1	J1	H1	AL	S5	_	3.0	
108	GARAGE	HALLWAY	3'-0"	7'-0"	13/4"	H.M.	PT	F	_	Н.М.	DP1	1	J2	H2	AL	S2	_	1.0	EXISTING OPENING
109	GARAGE	HALLWAY	3'-0"	7'-0"	13/4"	H.M.	PT	F	_	Н.М.	DP1	1	J2	H2	AL	S2	_	1.0	EXISTING OPENING
110	GARAGE	BLDG. EXTERIOR	3'-0"	7'-0"	13/4"	FRP 1	PT	F	_	Н.М.	DP1	1	J6	Н6	AL	S2	_	1.0	NEW DOOR/FRAME TO INSTALL @ SAME LOCATION
111	RAMP	BLDG. EXTERIOR	_										_	_					EXISTING GATE DOOR IN EXISTING CYCLONE FENCE TO REMAIN
112	GARAGE	BLDG. EXTERIOR	8'-0"	8'-0"									J5	H5					EXISTING SECTIONAL OVERHEAD DOORS - ELECTRIC-HIGH-LIFT
113	GARAGE	BLDG. EXTERIOR	3'-0"	7'-0"	13/4"	FRP	PT	F	_	Н.М.	DP1	1	J6	Н6	AL	S2	_	1.0	NEW DOOR/FRAME TO INSTALL @ SAME LOCATION
113A	GARAGE	BLDG. EXTERIOR	3'-0"	7'-0"	1¾"	FRP	PT	F	_	H.M.	DP1	1	J6	Н6	AL	S2	_	1.0	NEW DOOR/FRAME TO INSTALL @ SAME LOCATION
114	GARAGE	BLDG, EXTERIOR	14'-0"	16'-0"									J5	H5					EXISTING SECTIONAL OVERHEAD DOORS — ELECTRIC—HIGH—LIFT
115	GARAGE	BLDG. EXTERIOR	14'-0"	16'-0"									J5	H5					EXISTING SECTIONAL OVERHEAD DOORS — ELECTRIC-HIGH-LIFT

* NOTE: 1. ALL EXISTING DOOR FRAMES & DOORS SHALL BE CLEAN, SANDED BEFORE APPLYING NEW PAINT & SEALED FINISH.

- 2. CLEAN ALL INTERIOR WINDOWS INCLUDING GLASS, ALUMINUM FRAMES & SILLS.
- 3. ALL EXISTING INTERIOR DOORS TO BE CLEAN & PAINTED TO MATCH COLORS OF NEW DOORS.
 4. NEW FRP DOORS COLORS TO MATCH EXTERIOR METAL PANEL COLORS





CENTERLINE OF KNOB OR LEVER ON LOCK CENTERLINE OF WIRE PULL, PUSH/PULL BAR OR CROSSBAR OF PANIC HARDWARE CENTERLINE OF PUSH PLATE

HARDWARE NOTES:

NOTE:

1. REFER TO HARDWARE SCHEDULE FOR NUMBER OF HINGES REQUIRED.
2. ALL HARDWARE MOUNTING SHALL MEET APPLICABLE HANDICAPPED ACCESS CODES. COORDINATE AND VERIFY ALL MOUNTING HEIGHTS WITH LOCAL CODE JURISDICTIONS, HANDICAPPED CODES AND PROJECT DESIGN REQUIREMENTS.

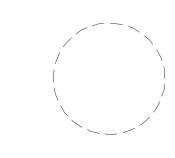
Mark Lock N.o.N.

CENTERLINE OF DEAD

HOLLOW DOORS, COORDINATE CONCEALED HARDWARE WITH THE MINIMUM STILE AND RAIL DIMENSIONS AND DOOR AND HARDWARE SPECIFICATIONS. ALLOW DEPTH OF THE HARDWARE PLUS THE MINIMUM REQUIRED RAIL OR STILE AS SPECIFIED BY AWI.
 ALL HARWARE, LEVERS, CLOSERS, SADDLES, ETC. TO MEET A.D.A. ACCESSIBILITY REQUIREMENTS.

LEG	END:
AL	ALUMINUM
CA	CLEAD AMODIZED ALUMINUM
COLA.	COLORED ANODIZED ALUMINUM
CLR	CLEAR
CG	CHAINLINK GATE
CSG	CHAINLINK SLIDING GATE
FRP	FIBER-REINFORCED PANEL
FRG	FIRE RATED GLAZING
DP1	SCHEDULE DOOR FRAME PAINT
G.A. STL.	GALVANIZED STEEL
GL	GLASS
H.M.	HOLLOW METAL
PC	POWDER COATED
PT	PAINT - SEE FIN. SCHED.
RB	RUBBER
STL.	STEEL
S/STL	STAINLESS STEEL
ST	STONE
Т	TEMPERED GLASS
TBD	TO BE DETERMINE
T.I.	TEMPERED INSULATING GLASS
WD	SLID CORE WOOD DOOR
WM	WIRE MESH
WT	WIRED TEMPERED GLASS





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SHEET CONTENTS:

DOOR SCHEDULE

PROJECT TITLE:

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Date 04.09.24
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MR

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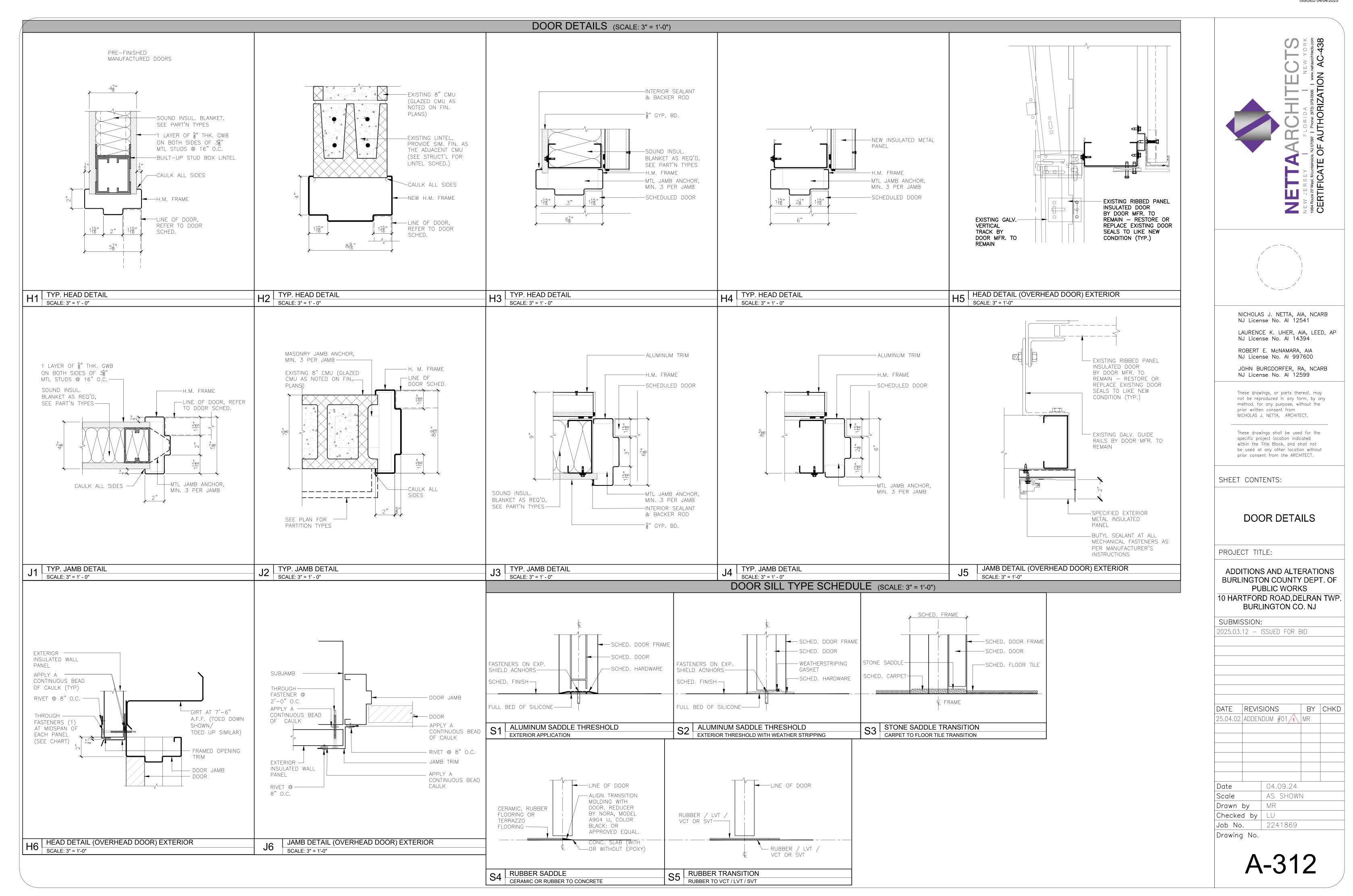
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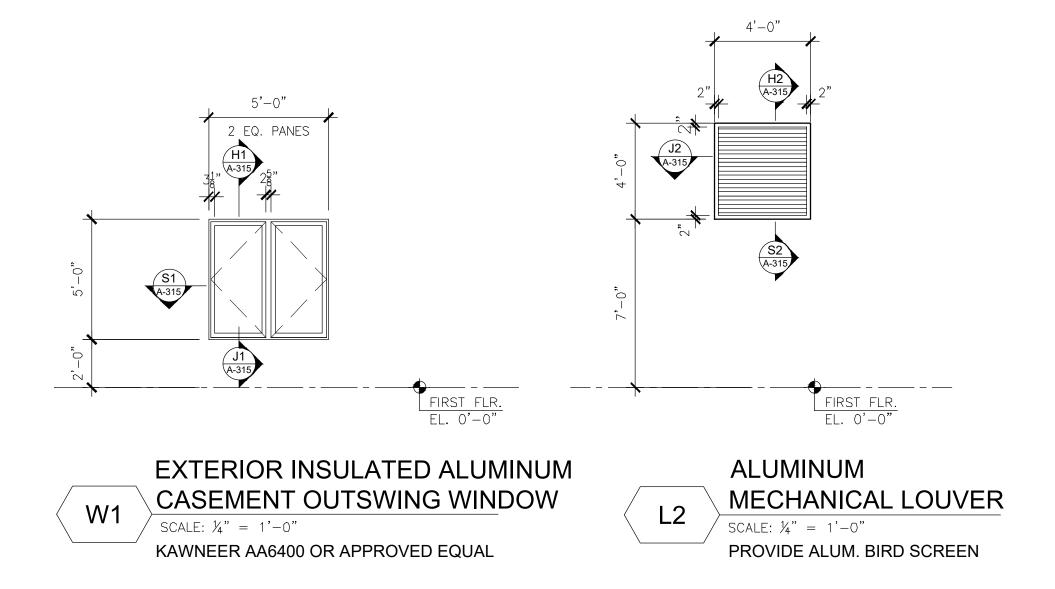
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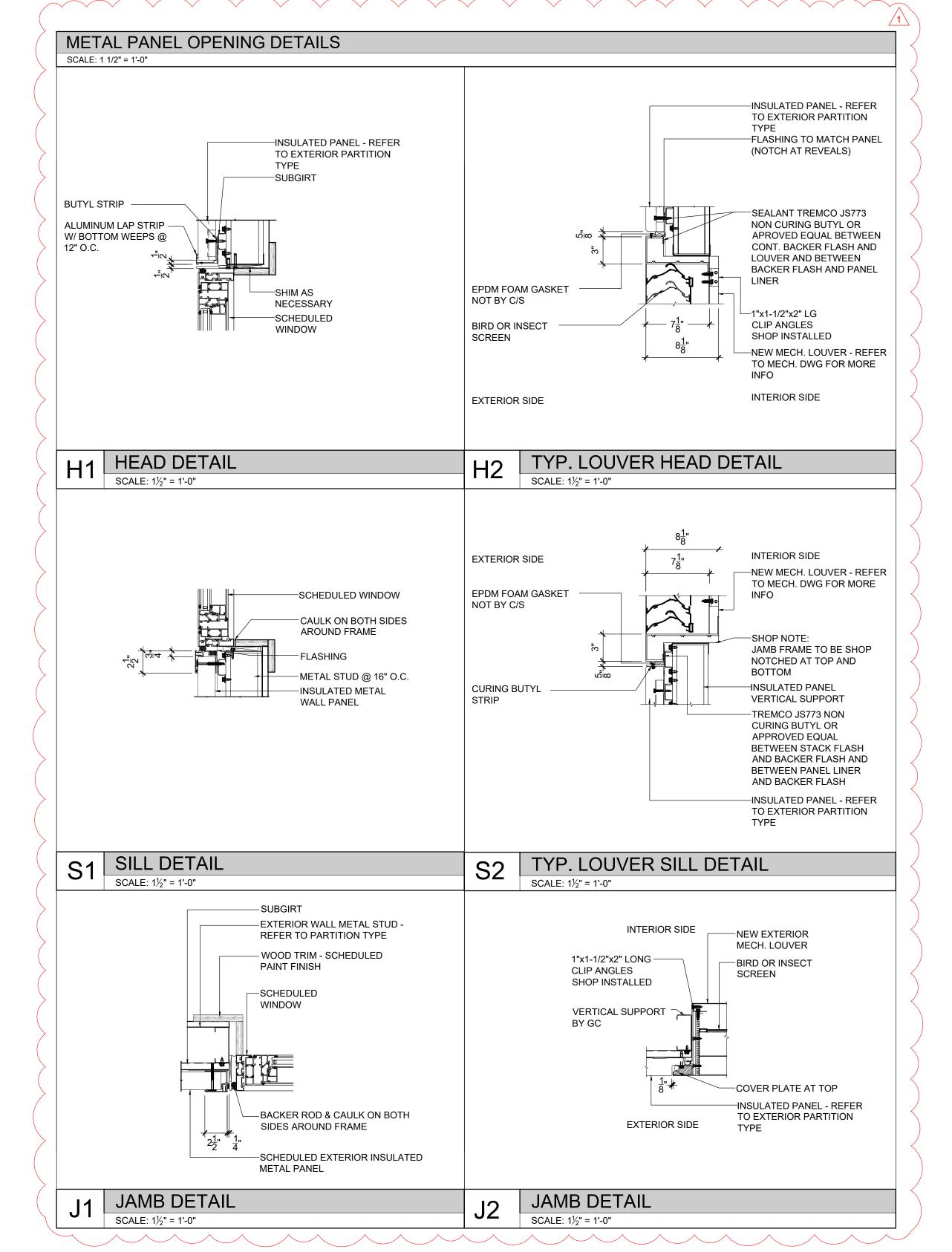
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A-311

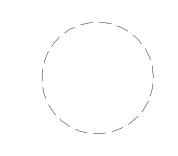
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SHEET CONTENTS:

WINDOW TYPES & DETAILS

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10 HARTFORD ROAD, DELRAN TWP.

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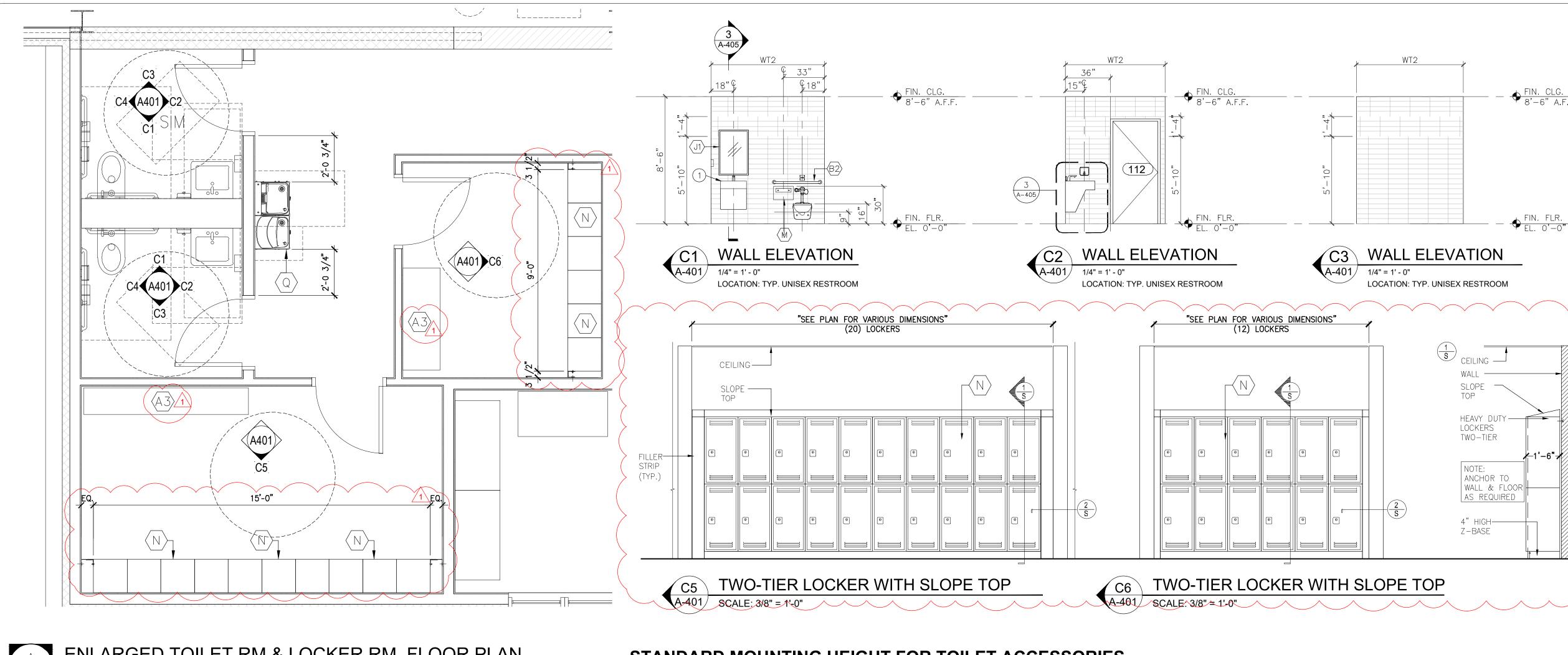
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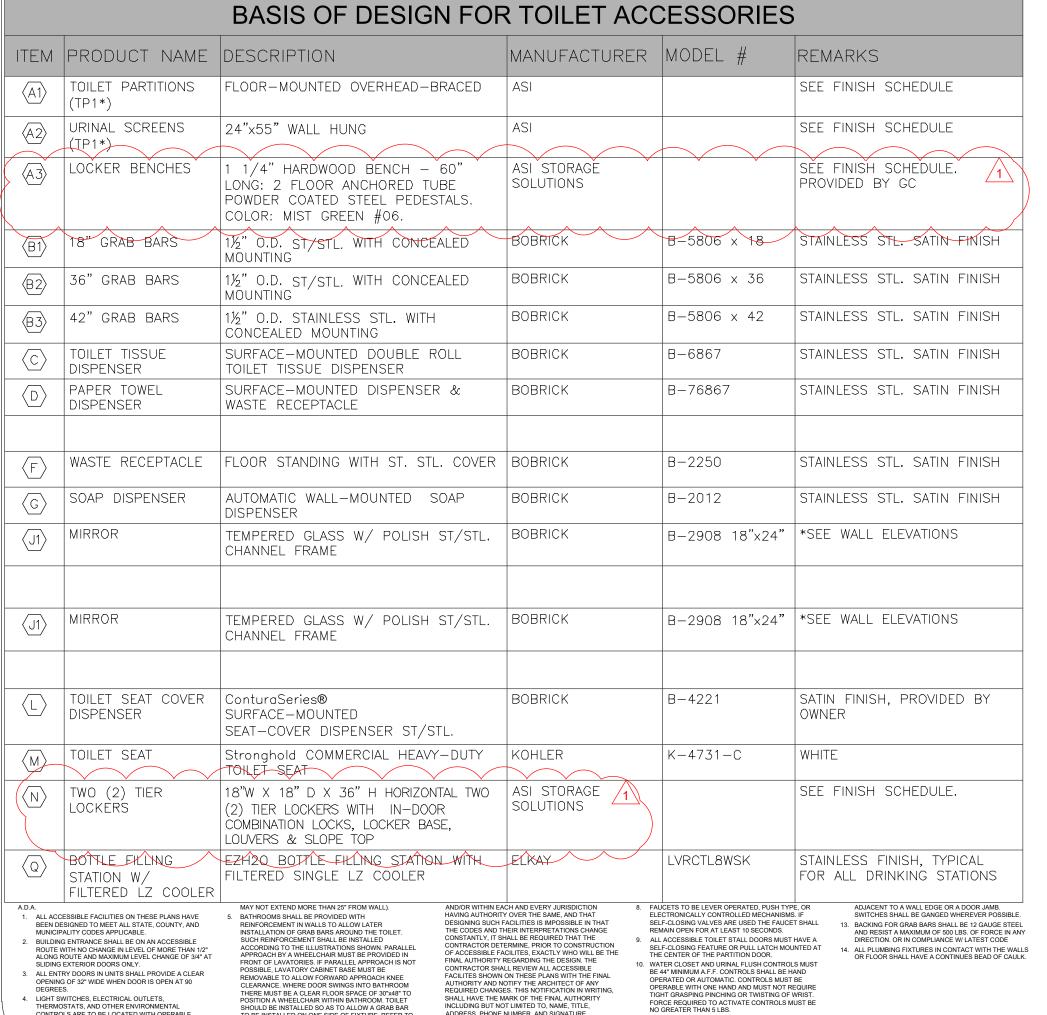
Job No. 2241869

A-313

Drawing No.



ENLARGED TOILET RM & LOCKER RM. FLOOR PLAN



ADDRESS, PHONE NUMBER, AND SIGNATURE.

LAVATORY COUNTERTOP HEIGHT TO BE 34" A.F.F. WITH
A MINIMUM CLEARANCE OF 29" A.F. TO THE BOTTOM
OF THE APRON. ALL LAVATORIES TO HAVE SKIRTS.

FORCE REQUIRED TO ACTIVATE CONTROLS MUST NO GREATER THAN 5 LBS.

12. SWITCHES AND THERMOSTATS SHALL BE LOCATED

ALL ENTRY DOORS IN LINITS SHALL PROVIDE A CLEAR

OPENING OF 32" WIDE WHEN DOOR IS OPEN AT 90 DEGREES.

DEGREES.

I. LIGHT SWITCHES, ELECTRICAL OUTLETS,
THERMOSTATS, AND OTHER ENVIRONMENTAL
CONTROLS ARE TO BE LOCATED WITH OPERABLE
PARTS NO HIGHER THAN 48" AND NO LOWER THAN 15"
ABOVE THE FINISHED FLOOR. IF REACH IS OVER AN

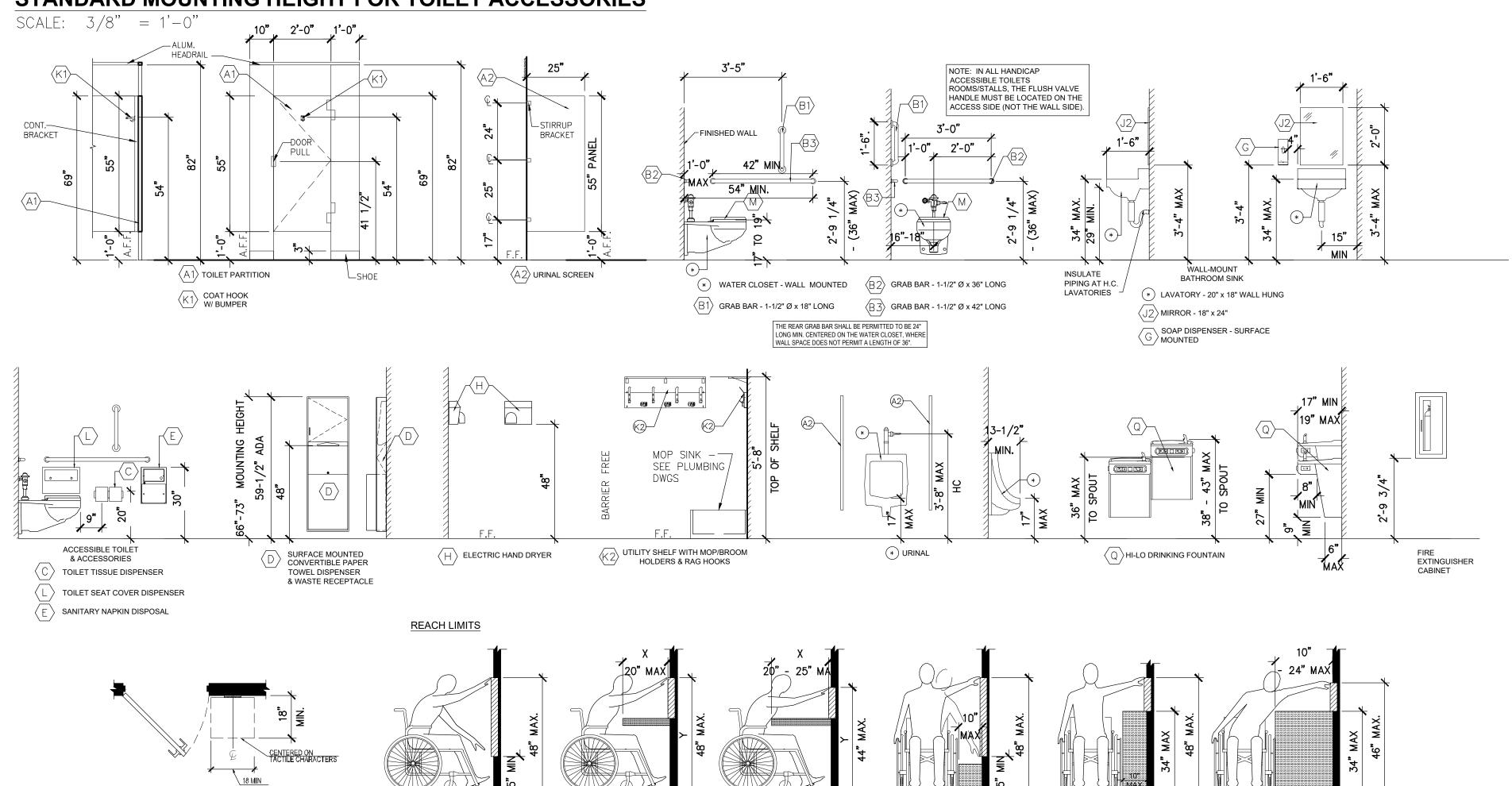
CLEARANCE. WHERE DOUR SWINGS INTO BATHROOM
THERE MUST BE A CLEAR FLOOR SPACE OF 30"48" TO
POSITION A WHEELCHAIR WITHIN BATHROOM. TOILET
SHOULD BE INSTALLED SO AS TO ALLOW A GRAB BAR
TO BE INSTALLED ON ONE SIDE OF FIXTURE. REFER TO
DIAGRAMS ON THIS SHEET.

IN LIEU OF THE FACT THAT ALL ACCESSIBLITY CODES
 CHANGE AND ARE INTERPRETED DIFFERENTLY BY

STANDARD MOUNTING HEIGHT FOR TOILET ACCESSORIES

UNOBSTRUCTED FORWARD REACH |

OBSTRUCTED HIGH FORWARD



OBSTRUCTED HIGH FORWARD

UNOBSTRUCTED FORWARD REACH 1

UNOBSTRUCTED SIDE REACH

ENLARGED TOILET PLANS, ELEVATIONS

SCHEDULE & MOUNTING HEIGHTS

FIN. FLR.
EL. 0'-0"

#10 X 1/2" SHEET METAL SCREW

LERECTOR TO DRILL

EXPANSION FILLER

AND FURNISH

FITTINGS FOR

attaching

TO WALL

C4 WALL ELEVATION

USE FILLER —

FEMALE HALF ---

MALE HALF W/ ----

AS SPECIFIED ON

FLOOR PLAN,

FLANGE AT TÓP SIZES

ERECTOR TO CUT AS

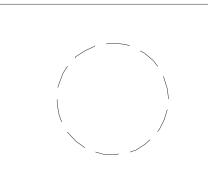
NECESSARY TO SUIT

SPACE BETWEEN

LOCKERS & WALL

<u>LOCKER</u>

LOCATION: TYP. UNISEX RESTROOM



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SHEET CONTENTS:

ENLARGED TOILET PLANS & ELEVATIONS

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BURLINGTON CO. NJ

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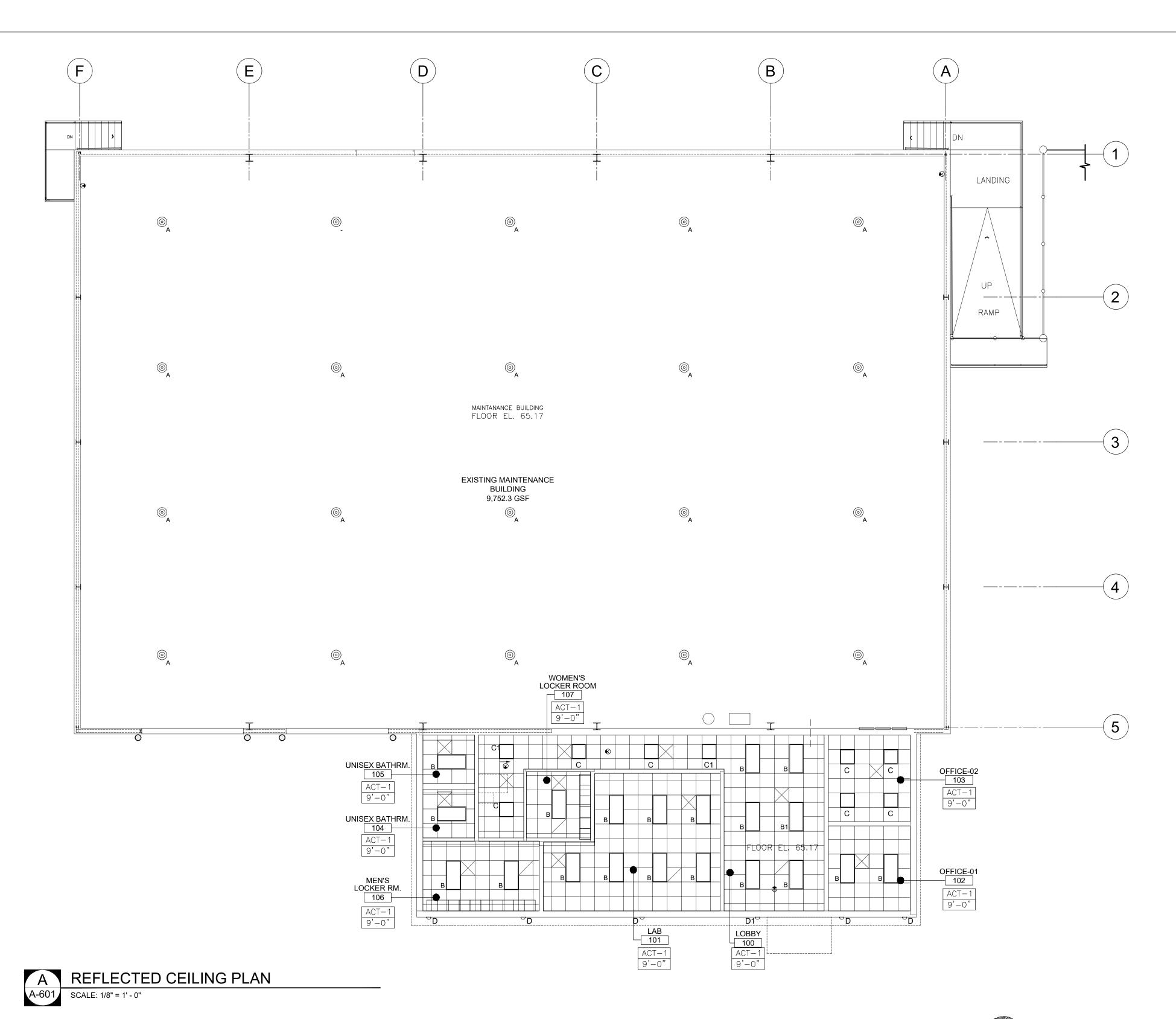
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25.04.02|ADDENDUM #01/1\|MR 04.09.24 Scale AS SHOWN MR Drawn by Checked by | LU

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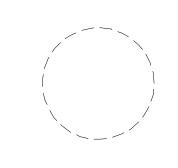
Drawing No.





LUMINAI	RE **REFER TO LI	GHTING FIXTU	IRE CUTSHEETS FOR COMPLETE CATALOG NUMBERS**							
Symbol	Arrangement	Fixture Type	Fixture Description	Manufacturer	Catalog Number	ССТ	LLF	Total Watts	Delivered Lumens	Filename
	Single	В	2X4 RECESSED TROFFER, SELECTABLE CCT & OUTPUT, CALCULATED W/ LOW OUTPUT	NORA LIGHTING	NPDBLSW-E24-/334-W	3500	0.900	33.26	4602	NPDBLSW-E24334W 36W 3500KIES
	Single	B1	2X4 RECESSED TROFFER, SELECTABLE CCT & OUTPUT, CALCULATED W/ LOW OUTPUT & BATTERY BACKUP	NORA LIGHTING	NPDBLSW-E24-/334-W-EM	3500	0.900	33.26	4602	NPDBLSW-E24334W 36W 3500KIES
	Single	С	2X2 RECESSED TROFFER, SELECTABLE CCT & OUTPUT, CALCULATED W/ LOW OUTPUT	NORA LIGHTING	NPDBLSW-E22-/334-W	3500	0.900	23.37	3127	NPDBLSW-E22334W 25W 3500KIES
	Single	C1	2X2 RECESSED TROFFER, SELECTABLE CCT & OUTPUT, CALCULATED W/ LOW OUTPUT & BACKUP	BATTERWORA LIGHTING	NPDBLSW-E22-/334-W-EM	3500	0.900	23.37	3127	NPDBLSW-E22334W 25W 3500KIES
	Single	D	EXTERIOR SCONCE LIGHTING	COOPER LIGHTING	GAW-SA1C-740-U-5WQ-BK	4000		34	3880	
\Box	Single	D1	EXTERIOR SCONCE LIGHTING W/ BATTERY BACKUP	COOPER LIGHTING	GAW-SA1C-740-U-5WQ-BK-CBP	4000		34	3880	
+	Single	А	EXISTING LIGHTING FIXTURE TO REMAIN							
⊗	Single	EX	TELESIS UNIVERSAL LED EDGELIT EXIT SIGN	EVENLITE	TEXZ-EM-R-URC			RED 2.5 Watts		

GENERAL NOTE: GC TO INSTALL MANUAL ON OCCUPANCY SENSORS IN ROOMS IN ADDITION TO MANUAL WALL SWITCHES. REFER TO ELECTRICAL DRAWINGS FOR MORE INFORMATION.



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These drawings shall be used for the specific project location indicated within the Title Block, and shall not be used at any other location without prior consent from the ARCHITECT.

SHEET CONTENTS:

REFLECTED CEILING PLAN

PROJECT TITLE:

ADDITIONS AND ALTERATIONS BURLINGTON COUNTY DEPT. OF PUBLIC WORKS 10 HARTFORD ROAD, DELRAN TWP. BURLINGTON CO. NJ

SUBMISSION:

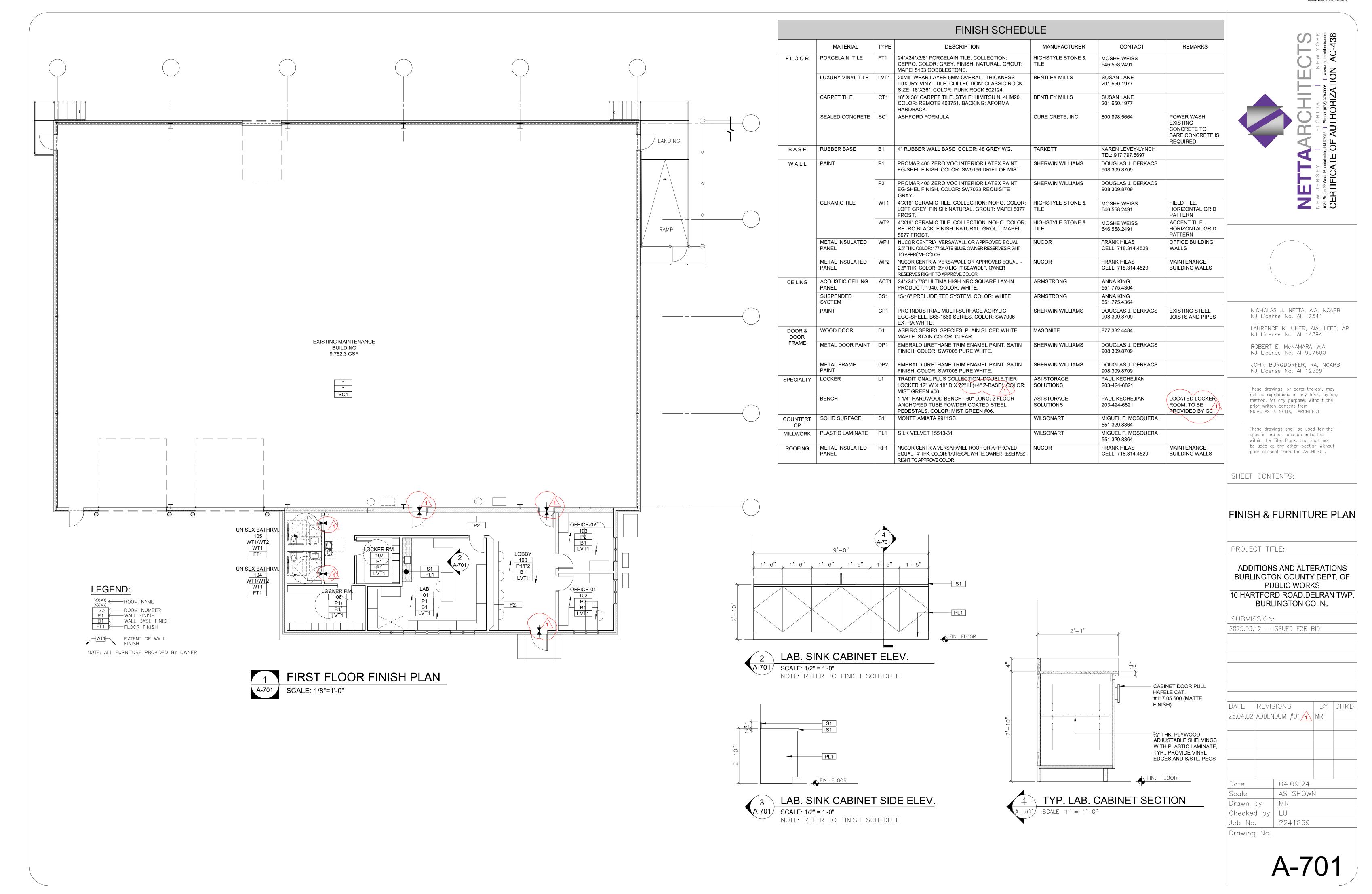
2025.03.12 - ISSUED FOR BID

DATE REVISIONS BY CHKD 25.04.02 ADDENDUM #01/1

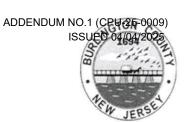
04.09.24 AS SHOWN Scale MR Drawn by

Checked by LU 2241869 Job No.

Drawing No.



Board of County Commissioners of the County of Burlington



PRE-BID SIGN-IN

Additions & Alterations, Department of Public Works, 10 Hartford Road, Delran, NJ

CPU-25-0009

3/25/2025

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