PROJECT MANUAL

ALTERATIONS

RENOVATIONS TO KEMPTE BUILDING
243 PINE STREET, MOUNT HOLLY, NJ 08060

LAMMEY + GIORGIO

ARCHITECTS
215 HIGHLAND AVENUE, SUITE B
HADDON TOWNSHIP, NJ 08108

November 19, 2025

RENOVATIONS TO KEMPTE BUILDING
243 PINE STREET, MOUNT HOLLY, NJ 08060
L+G NO: 25005

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RENOVATIONS TO KEMPTE BUILDING
243 PINE STREET, MOUNT HOLLY, NJ 08060

SECTION 001000 - INVITATION FOR PROPOSALS

Renovation to Kempte Building
Legacy Treatment Services Inc.
243 Pine Street, Mount Holly, NJ 08060

Notice is hereby given that Proposals for work required for the titled project will be received by Legacy Treatment Services and will be opened and read aloud in their offices at 1 East Stow Road, Marlton, New Jersey 08053 on **Tuesday January 6th at 2:00 PM.** Sealed Proposals are invited and will be received to include all labor and materials to complete the work.

Each bidder must visit the site of the proposed work to fully acquaint himself with conditions as they exist so that he/she may fully understand the facilities, difficulties, and obstructions by attending the execution of work under this contract. **A mandatory Pre-Bid Conference will be held on Monday, November 24 at 8:00 AM, Walkthrough to begin at 8:30am .** The contractors will meet in the parking lot of 243 Pine Street, Mount Holly, NJ 08060 and then will be asked to follow the Legacy Treatment Services associate to the project site.
Questions from the contractors will be due on Monday December 1st @5pm with answers provided by Wednesday December 3rd @5pm

Proposals must be submitted in triplicate, on the forms supplied and as directed by Conditions and Instructions, in a sealed envelope bearing the name and address of the bidder and the subject of the bid, addressed to:

RENOVATIONS TO KEMPTE BUILDING
LEGACY TREATMENT SERVICES
1 EAST STOW ROAD
MARLTON, NEW JERSEY 08053
ATTN: MR. MATTHIAS LOJEWSKI – WOODS SERVICES PROJECT MANAGER

Each bid MUST BE ACCOMPANIED BY A BID BOND duly executed by the Bidder as principal and having as surety thereon a surety company approved by the Owner in an amount NOT LESS THAN (10%) OF THE AMOUNT OF THE BID, BUT IN NO CASE IN EXCESS OF $20,000.00, PURSUANT TO N.J.S.A. 40 A: 11-21. In addition, and pursuant to N.J.S.A. 40A:11-22, each bid MUST ALSO BE ACCOMPANIED BY A CERTIFICATE FROM A SURETY COMPANY STATING IT WILL PROVIDE BONDS BASED ON SAID ADVERTISEMENT FOR SPECIFICATIONS and must be delivered on or before the time designated.

Bidders are required to comply with the latest requirements of the public Bidding Laws within the State of New Jersey. Refer to the bid and contract documents for other submissions required with the bid. Bidders must also submit proof of Public Works Contractor Registration, New Jersey Business Registration, and State of New Jersey DPMC Contractor Classification for themselves and subcontractors, as requested.

The Owner, Legacy Treatment Services, reserves the right to reject any or all bids as it may appear in the best interest of the Owner, and the Owner reserves the right to waive any defect or informality in any bid should it be in the best interest of the Owner to do so.

END OF SECTION

SECTION 002000 - INSTRUCTIONS TO BIDDERS

1.1 INVITATION AND RECEIPT OF BIDS

A. The Owner invites bids for work required for construction of the titled project. Bids will be received by the Owner at the time and place stipulated in the Invitation for Proposals, at which time and place bids will be publicly opened and read aloud.

1.2 CONTRACTS

A. Prices for one Lump Sum contract will be received for the work.

1.3 DOCUMENTS

A. Bidders may obtain copies of plans, specifications, and bidding documents as stipulated in the Invitation for Proposals.

1.4 EXAMINATION OF SITE, DRAWINGS, ETC.

A. Each bidder must visit the site of the proposed work to fully acquaint himself with conditions as they exist so that he may fully understand the facilities, difficulties, and obstruction attending the execution of work under this contract.

B. Bidders shall also thoroughly examine and be familiar with the Drawings and Specifications. The failure or omission of any bidder to receive or examine any form, documents, or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from obligation with respect to the bid. Each bidder shall also thoroughly examine and be familiar with drawings and specifications of all trades involved in the project.

C. Due to the sensitive nature of the site, all bidders will be instructed to sign Confidentiality & Non-Disclosure Agreements prior to visiting the site. Breach of Confidentiality will result in irreparable harm and omission of Bid Packet.

1.5 INTERPRETATION AND ADDENDA

A. Should a bidder find during examination of the Drawings and Specifications, or after examination of the site, any discrepancies, omissions, ambiguities or conflicts in or among the Contract Documents, or be in doubt as to their meaning, he shall notify the Architect in writing not later than five (5) days before the bid opening date.

B. Any and all interpretations and any supplemental instructions by the Architect, shall be in the form of written addenda to the Specifications, which, if issued, will be sent via fax to all prospective bidders no later than three (3) days prior to date of receiving bids. Failure of any bidder to receive any addenda or interpretations shall not relieve him from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents.

1.6 BID PACKAGE

A. The Bid Package shall include, but not be limited to the following; refer to Bid Forms section of the Project Manual. All forms must be submitted with the bid.
   1. Signed Proposal Form.
   2. Exhibit A and B - Bid Bond and Consent of Surety
   3. Copy of Bidder's Public Works Contractor Registration.
   4. Copy of Bidder's New Jersey Business Registration.

1.7 PROPOSAL

A. Proposals for the contract shall be submitted on forms supplied by the Architect in duplicate including all other forms or papers required to be submitted with bids. Do not use forms bound in the Specification. They are for the convenience of bidders and are not to be detached from the Specifications.

B. Proposals shall be placed in a sealed envelope addressed as noted below:

RENOVATIONS TO KEMPTE BUILDING
LEGACY TREATMENT SERVICES
1 EAST STOW ROAD
MARLTON, NEW JERSEY 08053
ATTN: MR. MATTHIAS LOJEWSKI – WOODS SERVICES PROJECT MANAGER

All marked in lower left hand corner

RENOVATIONS TO KEMPTE BUILDING

Followed by the Name and Address of Bidder.

C. It is recommended that bids be hand delivered, and that bidders not rely on the mail, Federal Express or other mail service. The Owner accepts no responsibility for bids that are not hand delivered.

1.8 AWARD OF CONTRACT

A. The Owner shall have the right to reject any or all proposals of any parts thereof or items therein. The Counsel for the Owner shall have the right to waive technicalities for the best interests of the Owner. If an award of contract is made, it will be made to the lowest qualified bidder whose bid is deemed by the Owner to be in its own best interest. All contracts are contingent upon funds being available at the time of the awarding of the contract.

1.9 ESCALATOR CLAUSES

A. Escalator clauses are not acceptable. All prices indicated in the proposal submitted shall be firm for at least the term of the contract or extension thereof.

1.10 BIDDER QUALIFICATION

A. All bidders for this work must be registered Public Works Contractors in the State of New Jersey. Submit a copy of Public Works Registration, and New Jersey Business Registration.

END OF SECTION

SECTION 003000 - BID FORMS

1.1 BID FORMS

A. The following are required bidding forms for the convenience of the Bidders.

B. Bidders are referred to Section 002000: Instructions to Bidders for additional information pertaining to the forms.

C. As noted previously a completed Bid Package shall consist of:

1. Signed Proposal Form.
2. Exhibit A and B - Bid Bond and Consent of Surety.
3. Copy of Bidder's Public Works Contractor Registration.
4. Copy of Bidder's New Jersey Business Registration.

RENOVATIONS TO KEMPTE BUILDING
243 PINE STREET, MOUNT HOLLY, NJ 08060

PROPOSAL FOR CONSTRUCTION
(submit in triplicate)

PROJECT: Renovation to Kempte Building
Legacy Treatment Services Inc.
243 Pine Street, Mount Holly, NJ 08060

SUBMITTED BY: Name: _____

Address: _____

Telephone: _____

TO: MR. MATTHIAS LOJEWSKI
WOODS SERVICES PROJECT MANAGER
LEGACY TREATMENT SERVICES
1 EAST STOW ROAD
MARLTON, NEW JERSEY 08053

1. Pursuant and in accordance with the advertisement for bids for the construction of the above captioned Project, and having familiarized himself with the conditions of the site, the drawings and technical specifications (including Instruction to Bidders, Form of Bid Bond, the General Conditions with Modifications thereto) and Addenda, if any thereto, as prepared by LAMMEY + GIORGIO ARCHITECTS, the Bidder hereby proposes to furnish all labor, material, equipment and services required to construct and complete the work of the particular Contract as follows:

   Base Bid: Includes but not limited to work designated in Area 1 on the documents and in specifications Section 011000 – Summary is the Sum of:

   _____

   Dollars ($_____).

2. **Subcontractors:** The names and addresses of each Subcontractor in the Lump Sum Bid proposal listed below. If the Prime Contractor intends to perform the work described under any of the trades listed below, that Contractor must be

licensed in that trade and listed in the appropriate Subcontractor section of this bid proposal. The Contractor acknowledges the failure to list licensed Subcontractors as part of Single Bid proposals shall constitute a non-waivable material; deviation resulting in rejection of the bid.

2A. **HVAC**

NAME: _____

ADDRESS: _____

2B. **ELECTRICAL**

NAME: _____

ADDRESS: _____

2C. **PLUMBING**

NAME: _____

ADDRESS: _____

3. In submitting this Proposal, I have received and included in this Proposal the following Addenda:

ADDENDUM	DATED
_____	_____
_____	_____
_____	_____

4. Security in the form of _____and in the sum of

_____ Dollars ($_____)

is submitted herewith in accordance with the Instructions to Bidders.

5. The undersigned certifies that he is a qualified bidder as required by N.J.S.A. 52:35-1 et seq. Bidder shall attach a notice of qualification to this Proposal stating that he is a qualified bidder.

6. The undersigned agrees that he will enter into and execute a contract, if awarded, on the basis of this Bid and the Instructions to Bidders and will furnish the bond and certificates required.

7. The undersigned hereby certifies that he has full authority to make the Proposal and does further declare that he or they are the only person or persons interested in this Proposal and has not entered into any collusion in preparing the Proposal.

8. The undersigned acknowledges that there will be no cost to the Owner pertaining to the submission of this Proposal and that the Owner has the right to reject any or all bids.

9. The undersigned agrees that no bid will be withdrawn within ninety (90) days and that the Owner shall be permitted to accept this Proposal within ninety (90) days of bid date.

10. The undersigned acknowledges that he submits this Proposal with the full understanding of the Contract requirements and hereby agrees that the Work for this Project under this Contract shall be full and finally complete and ready for occupancy and use within **One Hundred and Eighty Days (180)** consecutive calendar days of the date of Notice to Proceed. No work under this contract shall begin until the Owner's Notice to Proceed is received.

11. The undersigned agrees to the conditions for liquidated damages as stated in Article 8 of the General Conditions.

12. If Bid is made by an unincorporated firm or partnership, it shall be sent in firm or partnership name and all members of the firm in their individual names.

_____ _____
Legal Name of Firm or Partnership Date

_____ _____

Business Address

Attest

Name of Owner or Partner

Business Telephone

Name of Owner or Partner

13. If bid is made by a Corporation, the President, or other head officer shall sign and attach the Corporate Seal, attested by the Secretary.

Legal Name of Corporation

Date

Business Address

Attest
Signature of Secretary

By: Signature of Officer

Business Telephone

Title

Seal

END OF PROPOSAL

Exhibit A/B

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

BOND AMOUNT:

PROJECT:
(Name, location or address, and Project number, if any)

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this day of

(Witness)	*(Contractor as Principal)* *(Seal)*
	(Title)
(Witness)	*(Surety)* *(Seal)*
	(Title)

CAUTION: You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

/

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ACD43070810

Sample

RENOVATIONS TO KEMPTE BUILDING
243 PINE STREET, MOUNT HOLLY, NJ 08060

SECTION 006000 - CONTRACT FORMS

1.1 CONTRACT FORMS

A. The successful Bidder will receive a Notice of Award. The successful Bidder is required to complete and return the following documents for contract execution.

1. Contract, AIA Document A101
2. Performance Bond / Labor and Material Payment Bond (AIA Document A312)

END OF SECTION

AIA® Document A312™ – 2010

Performance Bond

CONTRACTOR:
(Name, legal status and address)

SURETY:
(Name, legal status and principal place of business)

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

OWNER:
(Name, legal status and address)

CONSTRUCTION CONTRACT
Date:

Amount:

Description:
(Name and location)

BOND
Date:
(Not earlier than Construction Contract Date)

Amount:

Modifications to this Bond: ☐ None ☐ See Section 16

CONTRACTOR AS PRINCIPAL
Company: *(Corporate Seal)*

Signature: _____
Name
and Title:

SURETY
Company: *(Corporate Seal)*

Signature: _____
Name
and Title:

(Any additional signatures appear on the last page of this Performance Bond.)

(FOR INFORMATION ONLY — Name, address and telephone)

AGENT or **BROKER:**

OWNER'S REPRESENTATIVE:
(Architect, Engineer or other party:)

Sample

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§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- **.1** the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- **.2** the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- **.3** the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- **.1** After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- **.2** Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

Sample

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§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- **.1** the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- **.2** additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- **.3** liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 14 Definitions

§ 14.1 Balance of the Contract Price. The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 Contractor Default. Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

Sample

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§ 16 Modifications to this bond are as follows:

Sample

(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)

CONTRACTOR AS PRINCIPAL		SURETY	
Company:	*(Corporate Seal)*	Company:	*(Corporate Seal)*
Signature:		Signature:	
Name and Title:		Name and Title:	
Address		Address	

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RENOVATIONS TO KEMPTE BUILDING
243 PINE STREET, MOUNT HOLLY, NJ 08060

SECTION 007000 - GENERAL CONDITIONS

1.1 GENERAL

A. The General Conditions of the Contract for Construction (sample page attached to this document) are hereby made part of these construction documents.

END OF SECTION

RENOVATIONS TO KEMPTE BUILDING
243 PINE STREET, MOUNT HOLLY, NJ 08060

SECTION 008100 - MODIFICATIONS TO GENERAL CONDITIONS (AIA DOCUMENT A201)

1.1 ARTICLE 8 – TIME

A. Supplement the paragraphs within the General Conditions as follows::

8.1.1 Inasmuch as the time provisions of this Contract relating to performance and completion of the work are for the purpose of enabling the Owner to proceed with occupancy in accordance with a predetermined program, such provisions are the essence of this Contract. **The duration to arrive at Substantial Completion shall be One Hundred Eighty (180) consecutive calendar days from the date of the Notice to Proceed.**

8.1.2 The date of commencement of the work shall be established by the Owner's formal Notice to Proceed.

B. Add the following paragraph regarding Substantial Completion
:

8.3.3.1 It shall be the responsibility of the Contractor to coordinate work with the provisions of this Contract, the Project and every part and appurtenance thereon within the time stated above, or within such future time as may have been granted in accordance with the provisions of this Contract. If the Contractor fails to arrive at Substantial Completion within the contract duration, then the Contractor, shall and hereby agrees to pay the Owner for each and every calendar day that he is in default on time to complete the work, the amount of Two Hundred-Fifty Dollars ($250.00) which said amount per day is agreed to by the parties hereto, to be liquidated damages, not a penalty. Said liquidated damages in the full amount herein stated may be assessed against each Prime Contractor to the extent he is responsible for such delay, as determined by the Owner. The Owner shall recover said liquidated damages by collecting the amount thereof out of any monies due or that may become due the Contractor, and if said monies be insufficient to cover said damages, then the Contractor or his surety shall pay the amount due.

1.2 ARTICLE 9 - CERTIFICATE FOR PAYMENT

A. Delete Paragraph 9.4.1 and insert:

9.4.1 If the Contractor has made application for payment as above, the Architect will, with reasonable promptness but not more than ten (10) days after the receipt of the application, issue a Certificate for Payment to the Owner in the amount of ninety percent (90%) of the value of the work and materials incorporated in the project, or state in writing his reasons for withholding a Certificate as provided in Paragraph 9.5.1.

1.3 ARTICLE 11 – INSURANCE AND BONDS

A. Paragraph 11.1.1, ADD the following types of Insurance:

a. Workmen's Compensation: A policy covering the obligations of the Contractor, as required by the State of New Jersey, covering all operations under the Contract.

b. Liability Insurance: A policy covering claims for damages because of bodily injury, occupational sickness or disease or death of his employees and all other persons, and claims insured by usual personal injury liability coverage.

c. Property Damage Liability: A policy covering claims for damages because of injury to or destruction of tangible property including the loss of use resulting therefrom. Each policy with limits of not less than $500,000 for each claimant and aggregate of $1,000,000 for each accident. Policies for the following type shall be furnished:

d. The Contractor's Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work performed by him under the Contract.

e. The Contractor's Liability Insurance issued to and covering the liability for damage imposed by law upon each sub-contractor with respect to all work performed by said sub-contractor under the agreement.

f. Contractor's Protective Liability Insurance issued to and covering the liability for damages imposed by law upon the Contractor with respect to all work under the agreement performed for the Contractor by sub-contractors.

g. In addition, the Contractor shall obtain and maintain a separate "Owners/Architects Protective Policy" in the same amounts as specified above for the Contractors Insurance to protect the Owner and Architect from contingent liability for damages which may arise from the Contractor's or sub-contractor's operations under this contract.

END OF SECTION

RENOVATIONS TO KEMPTE BUILDING
243 PINE STREET, MOUNT HOLLY, NJ 08060

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders and General Conditions, and other Division 0 and 1 Specification Sections apply to this Section.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: The project consists of Renovations to Kempte Building a Legacy Treatment Services Building

1. Project Location:
   a. 243 Pine Street, Mount Holly, New Jersey.

2. Owner: Legacy Treatment Services

B. Design Professional Identification:

1. Architect: Lammey + Giorgio Architects, 215 Highland Avenue, Haddon Township, NJ 08108.

C. Project Summary: The Base Bid work includes, but is not limited to the following:

1. **Project Overview:** The existing building has been fully stripped of all interior finishes, except for remaining ceramic tile flooring. Most electrical systems have been removed, except for a limited number of receptacles and the existing electrical service panel. Existing mechanical equipment—including the hot water heater (HWH), boiler, and oil tanks—remain and must be removed under this scope. The basement fire sprinkler system is existing and shall remain active.

2. **Demolition Scope:** Contractor shall complete all demolition in a safe, orderly manner and in compliance with applicable codes.

2.1 Interior Demolition

a. Remove all non-bearing interior partitions on the first and second floors.

b. Remove all existing ceramic tile finishes throughout the building.

c. Remove all old electrical wiring, devices, fixtures, and equipment.

d. Remove all existing mechanical equipment including:

- Boiler
- Hot Water Heater
- Oil Tanks
- Baseboard Heating
- Unit Heaters in the Basement
- Remove all existing doors and windows.

2.2 Exterior Demolition

a. Remove all old roofing shingles and damaged fascia, rake boards, and exterior trim.

b. Excavate site as required for the new handicap accessible exterior ramp.

3. New Construction Work

3.1 Architectural Work

3.1 Interior

1. Furr-out interior walls on the first and second floors; install new insulation and gypsum wallboard.
2. Install new Kitchen with Pantry Closet on 1st Floor.
3. Construct new Call Room, Staff Office, and fully compliant Handicap Toilet Room on 1st Floor.
4. Construct **five (5)** new Bedrooms on 2nd Floor.
5. Install new shared Bathroom on 2nd Floor with:
   - (2) Water Closets
   - (2) Showers
   - (2) Lavatories
6. Install new Janitor's Closet on 2nd Floor including Washer & Dryer connections.

3.2 Fire Protection

1. Install **new fire sprinkler system** throughout:
    - 1st Floor
    - 2nd Floor
    - Attic
2. Existing basement sprinkler system shall remain.
    - Install new backflow preventer adjacent to existing device.
    - Construct new dedicated Fire Sprinkler Room.

3.3 Exterior

1. Construct new Handicap Accessible Ramp and Landing up to main entry; modify entry stair and landing as required for ADA compliance.
2. Install new roofing system including:
    - Shingles
    - Flashings
    - Fascia & Rake Trim
    - Gutters & Downspouts
3. Install new insulation throughout building envelope.
4. Install all new windows and exterior doors.
5. Repair and restore existing front porch structure.

4. Electrical Work

Power & Distribution

1. Install new **200 Amp electrical panel**.

Devices & Fixtures

1. Install all new receptacles, switches, lighting fixtures, exit signs, and emergency lighting.
2. Provide and install code-compliant smoke detectors and carbon monoxide detectors throughout the building.

5. Plumbing Work

1. Install all new copper piping for domestic water supply.
2. Install all new PVC piping for sanitary waste and venting.
3. Provide and install **four (4) exterior hose bibs**.
4. Inspect, repair, and restore existing exterior drainage connections.

6. Mechanical HVAC Work

1. Install new **gas-fired 3-ton HVAC system** for basement and first floor.
2. Install new **gas-fired 2-ton HVAC system** for second floor.
3. Install new exhaust fans in bathrooms and code-required mechanical ventilation.

7. Fire Alarm Work

1. All fire alarm work shall be performed by **Legacy's designated fire alarm vendor**.
    - Contractor shall coordinate all rough-ins, pathways, and power requirements.
    - Vendor shall provide devices, wiring, programming, and commissioning.

8. Fire Sprinkler Work

1. Provide and install a **new backflow preventer** dedicated to the new sprinkler system for the 1st Floor, 2nd Floor, and Attic.
2. Integrate new sprinkler piping with the existing system in the basement.
3. Coordinate sprinkler work with new Fire Sprinkler Room construction.
4. Contractor to provide shop drawings to be submitted to the township for permitting.

9. Gas Work/Additional Utilities

1. Provide and install new gas piping for:
    - New Hot Water Heater
    - New Gas Range
    - New HVAC Units (1 in Basement, 1 in Attic)

10. General Requirements

Contractor shall:

- Obtain all permits unless noted otherwise.
- Provide dumpsters, site protection, and daily clean-up.
- Maintain safe access for the Owner and Architect during construction.
- Provide Construction Fences around all work areas
- Attend progress meetings as requested.
- Provide all required inspections (building, electrical, plumbing, mechanical, fire).
- Submit shop drawings/product data for approval prior to installation.
- Adhere to ADA, IBC, NEC, NSPC, and all applicable local codes.

11. Exclusions

- Fire Alarm equipment and installation (performed by Owner's vendor, contractor must coordinate).
- Environmental testing, abatement, or contaminated soils.
- Furniture, fixtures, and equipment (FF&E).
- Landscaping beyond areas affected by new ramp and the regrading of the landscape away from the building.

D. Alternate Bid work: Refer to section 012300 – Alternates and the documents for a description of all alternates.

E. Project Duration: Substantial Completion is required within 250 consecutive calendar days from receipt of the Notice to Proceed.

1.3 CONTRACT

A. Project will be constructed under a Lump Sum construction contract.

1.4 WORK SEQUENCE (Not Used)

1.5 USE OF PREMISES

A. General: Contractor's use of premises is limited to the work area and by the Owner's right to perform work or to retain other contractors on portions of Project.

1. Contractor shall have limited access to the Building in order to conduct the work. The buildings may be partially occupied during the work. The Contractor shall cooperate with Owner in the completion of the work. (Requires input from PH).

1.5 FUTURE WORK (Not Used)

1.6 SPECIFICATION FORMATS AND CONVENTIONS

A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "MasterFormat 2004" numbering system.

1. Section Identification: The Specifications use section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of sections in the Contract Documents.

B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:

1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may

be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.

a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

END OF SECTION 011000

SECTION 011400 - BUILDING SECURITY, PROTECTION AND CONTRACTOR USE OF THE PREMISES

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

A. Site and building access, parking, deliveries and storage of materials and machinery must be coordinated with Legacy Treatment Services.

B. Utilities are available for the Contractor's use on a limited basis; coordinate with Legacy Treatment Services

C. Coordinate the following with the Owner:

1. Work areas, working conditions, materials and equipment storage.

2. Noise and odor restrictions, material approvals and working hours.

3. Security issues.

4. Protection of interior and exterior building finishes.

D. The content of this section shall not relieve the contractor from complying with the terms required by other sections of these specifications.

PART 2 PRODUCTS – NOT USED

PART 3 EXECUTION

3.1 COORDINATION, SITE ACCESS, PARKING, DELIVERIES, AND STORAGE

A. Parking at the Providence House is limited. Coordinate with Catholic Charities.

B. The building must be maintained in a clean and safe condition during and at the end of each work day.

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3.2 ADDITIONAL REGULATIONS

A. Smoking is not permitted in the buildings; smoking on the grounds is allowed in locations permitted.

B. The Contractor shall not unreasonably encumber the facilities with its equipment or work to

be performed. The Contractor shall, at all times during the progress of the work, keep the site free from the accumulation of all rubbish and debris caused by its performance. The Contractor shall remove all debris and rubbish from or related to its work to the satisfaction of the Owner.

C. The Contractor is fully responsible to assure the enforcement of all safety precautions including compliance with OSHA or any other applicable standards for all of their employees and property while performing all services.

D. Under absolutely NO circumstances will the Contractor's personnel, materials or equipment gain access or use routes into the building to undertake work except at designated areas requiring interior work. Interior work areas must be separated from building occupants to ensure safety.

E. The Contractor shall, at all times, enforce strict discipline and good order among their employees and shall not employ any unfit persons or any non-skilled person in the task assigned to him/her. The Contractor shall supervise and direct their work using their best skill and attention.

F. Contractors shall comply with the State of New Jersey Requirements and Center for Disease Control Recommendations.

3.3 PROTECTION OF INTERIOR AND EXTERIOR

A. The Contractor shall protect all exterior and interior areas from damage caused during the work.

B. The Contractor shall take care to avoid damage to or soiling of any part of the building, driveways, parking lots, curbs, sidewalks, canopies, greenhouse, and building interiors, and is responsible for all damages or destruction caused directly or indirectly by its performance to any part of the buildings or adjoining property. Any damage or destruction caused by the Contractor or its employees shall be repaired as directed by the Owner.

C. In order to confirm existing conditions, prior to work commencing the Contractor shall photograph all conditions at the exterior and interior that could be affected by the work. Submit two (2) copies to the Architect.

END OF SECTION 011400

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

A. Section includes administrative and procedural requirements for alternates.

1.3 DEFINITIONS

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if the Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.

1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternates into the Work. No other adjustments are made to the Contract Sum.

1.4 PROCEDURES

A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.

1. Include, as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation, whether or not indicated as part of alternate.

B. Execute accepted alternates under the same conditions as other Work of the Contract.

END OF SECTION 012300

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders and General Conditions, and other Division 0 and 1 Specification Sections apply to this Section.

1.2 PROGRESS SCHEDULES

A. Submit bar chart progress schedule at the inception of the project and update on a bi-weekly basis.

END OF SECTION 013200

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders and General Conditions, and other Division 0 and 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for selection of named products for use in Project.

B. Submit the following for the Architect's review and action:

1. Shop drawings.
2. Product data.
3. Samples.
4. Delegated Design Submittals.
5. Submittals for which procedures are not defined elsewhere.

C. Specific submittals required are described in individual sections.

D. Related Sections include the following:

1. Division 1 Section "Substitutions" for procedures for products proposed that are not named in the specifications.
2. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
3. Technical sections, for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.

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2. New Products: Items that have not previously been incorporated into another project or facility, except that products consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B.. "Shop drawings" are drawings and other data prepared, by the entity who is to do the work, specifically to show a portion of the work.

C. "Product data submittals" are standard printed data which show or otherwise describe a product or system, or some other portion of the work.

D. "Samples" are actual examples of the products or work to be installed.

E. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

F. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 FORM OF SUBMITTALS

A. General: All submittals must include Contractor's Transmittal. Assign a number to each submittal..

B. All submittals shall be made in electronic format. Hard copies of product data, shop drawings, etc. will not be accepted. Samples shall be actual samples and not from product data brochures.

C. Provide additional copies for project record documents.

1.5 COORDINATION OF SUBMITTALS

A. Coordinate submittals and activities that must be performed in sequence, so that the Architect has enough information to properly review the submittals.

B. Coordinate submittals of different types for the same product or system so that the Architect has enough information to properly review each submittal.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 TIMING OF SUBMITTALS

A. Transmit each submittal at or before the time indicated on the approved schedule of submittals. All submittals must be completed within 28 calendar days from the date of the Notice to Proceed.

1. Prepare and submit for approval a schedule showing the required dates of submittal of all submittals.
2. Organize the schedule by the applicable specification section number.
3. Incorporate the contractor's construction schedule specified elsewhere.
4. Revise and resubmit the schedule for approval when requested.

B. Deliver each submittal requiring approval in time to allow for adequate review and processing time, including resubmittals if necessary; failure of the Contractor in this respect will not be considered as grounds for an extension of the contract time.

C. If a submittal must be processed within a certain time in order to maintain the progress of the work, state so clearly on the submittal.

D. If a submittal must be delayed for coordination with other submittals not yet submitted, the Architect may at his option either return the submittal with no action or notify the Contractor of the other submittals which must be received before the submittal can be reviewed.

3.2 SUBMITTAL PROCEDURES - GENERAL

A. Contractor Review: Sign each copy of each submittal certifying that Contractor has reviewed the submittal and that it complies with the requirements of the contract documents. Submittals received without this information will be returned without being reviewed. In the case of substitution requests submittals without this information will be rejected.

B. Notify the Architect, in writing and at time of submittal, of all points upon which the submittal does not conform to the requirements of the contract documents, if any.

C. Do not commence work which requires review of any submittals until receipt of returned submittals with an acceptable action.

D. Do not allow submittals without an acceptable action marking to be used for the project.

E. Do not submit substitute items that have not been approved by means of the procedure specified elsewhere.

F. Preparation of Submittals:

1. Each submittal shall include the following information:
   a. Project name.
   b. Date of submittal.
   c. Contractor's name and address.
   d. Subcontractor's name and address.
   e. Supplier's name and address.
   f. Manufacturer's name.
   g. Specification section where the submittal is specified.
   h. Other necessary identifying information.
2. Pack samples suitably for shipment, or hand deliver to Architect.
3. Submittals to receive Architect's action marking: Provide blank space on the label or on the submittal itself for action marking; minimum 4 inches wide by 5 inches high.

G. Transmittal of Submittals:

1. Submit all submittals to the Architect.
2. Submittals will be accepted from the Contractor only. Submittals received from other entities will be returned without review or action.
3. Submittals received without a transmittal form will be returned without review or action.
4. Fill out a separate transmittal form for each submittal; also include the following:
   a. Other relevant information.
   b. Requests for additional information.

3.3 SHOP DRAWINGS

A. Content: Include the following information:

1. Dimensions, at accurate scale.
2. All field measurements that have been taken, at accurate scale.
3. Names of specific products and materials used.
4. Show compliance with the specific standards referenced.
5. Coordination requirements; show relationship to adjacent or critical work.
6. Name of preparing firm.

B. Preparation:

1. Reproductions of contract documents are not acceptable as shop drawings.
2. Identify as indicated for all submittals.
3. Space for Architect's action marking shall be adjacent to the title block.

3.4 PRODUCT DATA

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A. Submit all product data submittals for each system or unit of work as one submittal.

B. Content:

1. Submit manufacturer's standard printed data sheets.
2. Identify the particular product being submitted; submit only pertinent pages.
3. Show compliance with properties specified.
4. Identify which options and accessories are applicable.
5. Include recommendations for application and use.
6. Show compliance with the specific standards referenced.
7. Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
8. Identify dimensions which have been verified by field measurement.
9. Show special coordination requirements for the product.

3.5 SAMPLES

A. Samples:

1. Provide samples that are the same as proposed product.
2. Where products are to match a sample prepared by other entities, prepare sample to match.

B. Preparation:

1. Attach a description to each sample.
2. Attach name of manufacturer or source to each sample.
3. Where compliance with specified properties is required, attach documentation showing compliance.
4. Where there are limitations in availability, delivery, or other similar characteristics, attach description of such limitations.

3.6 REVIEW OF SUBMITTALS

A. Submittals for approval will be reviewed, marked with appropriate action, and returned.

3.7 RETURN, RESUBMITTAL, AND DISTRIBUTION

A. Submittals will be returned to the Contractor by email.

B. Perform resubmittals in the same manner as original submittals; indicate all changes other than those requested by the Architect.

C. Distribution:

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1. Distribute returned submittals to all subcontractors and suppliers involved in work covered by the submittal.
2. Make extra copies for operation and maintenance data submittals, as required.
3. Record distribution on transmittal form with copy to the Architect.

3.8 REQUIRED SUBMITTALS

A. Attached is a listing of the minimum required submittals for the project.

END OF SECTION 013300

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SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders and General Conditions, and other Division 0 and 1 Specification Sections apply to this Section

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for quality assurance and quality control.

B. Related Sections include the following:

1. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
2. Technical Sections: Refer to all sections for specific test and inspection requirements.

1.3 DEFINITIONS

A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements.

C. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.

D. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.

1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.

1.4 CONFLICTING REQUIREMENTS

A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Architect for a decision before proceeding.

B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Architect for a decision before proceeding.

1.5 SUBMITTALS

A. Qualification Data: For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.

B. Reports: Prepare and submit certified written reports that include the following:

1. Date of issue.
2. Project title and number.
3. Name, address, and telephone number of testing agency.
4. Dates and locations of samples and tests or inspections.
5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

C. Permits, Licenses, and Certificates: For Owner's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

1.6 QUALITY ASSURANCE

A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.

B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.

C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and regulations governing the Work.

G. Testing Agency Qualifications: A testing agency with the experience and capability to conduct testing and inspecting indicated, as documented according to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:

1. Contractor responsibilities include the following:
   a. Provide test specimens representative of proposed products and construction.
   b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
   c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.

d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect or Construction Manager.
2. Notify Architect and Construction Manager seven days in advance of dates and times when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Architect's and Construction Manager's approval of mockups before starting work, fabrication, or construction.
   a. Allow seven days for initial review and each re-review of each mockup.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

A. Contractor Responsibilities: Where quality-control services are indicated as Contractor's responsibility, Contractor will engage an Architect approved testing agency to perform these services at their own expense.

1. Contractor will furnish testing agency engaged a description of types of testing and inspecting they are engaged to perform.
2. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor.

B. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, Contractor to provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.

1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services at contractor’s own expense.

a. Contractor shall not employ same entity engaged by Owner, unless agreed to in writing by Owner.

2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.

C. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Division 1 Section "Submittal Procedures."

D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Architect, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Architect, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
6. Do not perform any duties of Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.

6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.

1. Schedule times for tests, inspections, obtaining samples, and similar activities.

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PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

A. Prepare a record of tests and inspections. Include the following:

1. Date test or inspection was conducted.
2. Description of the Work tested or inspected.
3. Date test or inspection results were transmitted to Architect.
4. Identification of testing agency or special inspector conducting test or inspection.

B. Maintain log at Project site. Post changes and modifications as they occur. Provide access to test and inspection log for Architect's reference during normal working hours.

3.2 REPAIR AND PROTECTION

A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.

1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."

B. Protect construction exposed by or for quality-control service activities.

C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders and General Conditions, and other Division 0 and 1 Specification Sections apply to this Section

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for products for use in Project; product delivery, storage, and handling; manufacturers' standard warranties on products; and special warranties.

B. Related Sections include the following:

1. Division 1 Section "Submittal Requirements" for products proposed that are named in the specifications.
2. Division 1 Section "Closeout Procedures" for submitting warranties for Contract closeout.
3. Refer to Technical Sections for specific requirements for warranties on products and installations specified to be warranted.

1.3 DEFINITIONS

A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.

1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
2. New Products: Items that have not previously been incorporated into another project or facility, except that product consisting of recycled-content materials are allowed, unless explicitly stated otherwise. Products salvaged or recycled from other projects are not considered new products.
3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.

B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.

C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 QUALITY ASSURANCE

A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.

B. Delivery and Handling:

1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

C. Storage:

1. Store products to allow for inspection and measurement of quantity or counting of units.
2. Store materials in a manner that will not endanger Project structure.
3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
4. Store cementitious products and materials on elevated platforms.
5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
7. Protect stored products from damage and liquids from freezing.
8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.6 PRODUCT WARRANTIES

A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
   1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
   2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.

B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.

   1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
   2. Refer to Divisions 2 through 26 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Submittal Time: Comply with requirements in Division 1 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, that are new at time of installation.

   1. Provide products complete with accessories, trim, finish, fasteners, and other items needed for a complete installation and indicated use and effect.
   2. Standard Products: If available, and unless custom products or nonstandard options are specified, provide standard products of types that have been produced and used successfully in similar situations on other projects.
   3. Owner reserves the right to limit selection to products with warranties not in conflict with requirements of the Contract Documents.
   4. Where products are accompanied by the term "as selected," Architect will make selection.
   5. Where products are accompanied by the term "match sample," sample to be matched is Architect's.
   6. Descriptive, performance, and reference standard requirements in the Specifications establish "salient characteristics" of products.
   7. Or Equal: Where products are specified by name and accompanied by the term "or equal" or "or approved equal" or "or approved," comply with provisions in Part 2 "Comparable Products" Article to obtain approval for use of an unnamed product.

B. Product Selection Procedures:

1. Basis-of-Design Product: Where Specifications name a product and include a list of manufacturers, provide the specified product or a comparable product by one of the other named manufacturers. Drawings and Specifications indicate sizes, profiles, dimensions, and other characteristics that are based on the product named. Comply with provisions in Part 2 "Comparable Products" Article for consideration of an unnamed product by the other named manufacturers.

2.2 PRODUCT SUBSTITUTIONS

A. Refer to Division 1 Section “Substitutions”.

2.3 COMPARABLE PRODUCTS

A. Conditions: Architect will consider Contractor's request for comparable product when the following conditions are satisfied. If the following conditions are not satisfied, Architect will return requests without action, except to record noncompliance with these requirements:

1. Evidence that the proposed product does not require extensive revisions to the Contract Documents, that it is consistent with the Contract Documents and will produce the indicated results, and that it is compatible with other portions of the Work.
2. Detailed comparison of significant qualities of proposed product with those named in the Specifications. Significant qualities include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
3. Evidence that proposed product provides specified warranty.
4. List of similar installations for completed projects with project names and addresses and names and addresses of architects and owners, if requested.
5. Samples, if requested.

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders and General Conditions, and other Division 0 and 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. General installation of products.
3. Progress cleaning.
4. Starting and adjusting.
5. Protection of installed construction.
6. Correction of the Work.

B. Related Sections include the following:

1. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
2. Division 1 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services into and throughout each building.

B. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
   a. Description of the Work.
   b. List of detrimental conditions, including substrates.
   c. List of unacceptable installation tolerances.
   d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.

B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Architect. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings. If discrepancies are discovered, notify Architect and Construction Manager promptly.

B. General:

1. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
2. Inform installers of lines and levels to which they must comply.
3. Check the location, level and plumb, of every major element as the Work progresses.
4. Notify Architect and Construction Manager when deviations from required lines and levels exceed allowable tolerances.

C. Site Improvements: Locate and lay out site improvements, including pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Make the log available for reference by Architect and Construction Manager.

3.4 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.

G. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Architect.
2. Allow for building movement, including thermal expansion and contraction.
3. Coordinate installation of anchorages. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors, that are to be embedded in concrete or masonry. Deliver such items to Project site in time for installation.

H. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

I. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

H. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

I. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

J. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.
B. Comply with manufacturer's written instructions for temperature and relative humidity.

3.7 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

3.8 RESTORATION

A. Prior to initiating work the Contractor is responsible for photographing existing building and site features to document existing conditions. Provide three (3) sets of photographs to DPMC representative.

B. Periodically and at completion of the project the Contractor shall restore building and site features that are disturbed by the work of the Contractor, to pre-construction conditions.

C. Client Agency, DPMC and Architect will determine satisfactory level of restoration.

END OF SECTION 017300

SECTION 017329 - CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders and General Conditions, and other Division 0 and 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes procedural requirements for cutting and patching.

B. Related Sections include the following:

1. Technical specification sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
   a. Requirements in this Section apply to all cutting and patching unless superceeded by other sections of the specifications. In general, restore all areas that have been disturbed to their original finish.

1.3 DEFINITIONS

A. Cutting: Removal of existing construction necessary to permit installation or performance of other Work.

B. Patching: Fitting and repair work required to restore surfaces to original conditions after installation of other Work.

1.4 QUALITY ASSURANCE

A. Structural Elements: Do not cut and patch structural elements in a manner that could change their load-carrying capacity or load-deflection ratio.

B. Operational Elements: Do not cut and patch operating elements and related components in a manner that results in reducing their capacity to perform as intended or that results in increased maintenance or decreased operational life or safety. Those components include, but are not limited to the following:

1. Primary operational systems and equipment.
2. Air or smoke barriers.
3. Fire-protection systems.
4. Control systems.
5. Communication systems.
6. Electrical wiring systems.

C. Miscellaneous Elements: Do not cut and patch the following elements or related components in a manner that could change their load-carrying capacity, that results in

reducing their capacity to perform as intended, or that results in increased maintenance or decreased operational life or safety.

1. Water, moisture, or vapor barriers.
2. Membranes and flashings.
3. Equipment supports.
4. Piping, ductwork, vessels, and equipment.

D. Visual Requirements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in Architect's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.

1. If possible, retain original Installer or fabricator to cut and patch exposed Work listed below. If it is impossible to engage original Installer or fabricator, engage another recognized, experienced, and specialized firm.

E. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

F. Temporary Removal and Reinstallation of Ceilings: At locations where existing acoustical tile ceilings need to be removed to allow access for ductwork revisions and/or electrical work, follow the following procedures:

1. Photograph existing conditions prior to initiating work.
2. Carefully remove and store the acoustical tile system ceiling panels and grid.
3. Upon completion of above ceiling work, reinstall the acoustical ceiling system so that there is no evidence that work had been performed.
4. Replace any damaged products or unacceptable installation practice with new products to match existing.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Comply with requirements specified in other Sections of these Specifications.

B. Existing Materials: Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.

1. If identical materials are unavailable or cannot be used, use materials that, when installed, will match the visual and functional performance of existing materials.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching are to be performed.

1. Compatibility: Before patching, verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
2. Proceed with installation only after unsafe or unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of Work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of Project that might be exposed during cutting and patching operations.

C. Adjoining Areas: Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

D. Existing Services: Where existing services are required to be removed, relocated, or abandoned, bypass such services before cutting to avoid interruption of services to occupied areas.

3.3 PERFORMANCE

A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time, and complete without delay.

1. Cut existing construction to provide for installation of other components or performance of other construction, and subsequently patch as required to restore surfaces to their original condition.

B. Cutting: Cut existing construction by sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation, using methods least likely to damage elements retained or adjoining construction. If possible, review proposed procedures with original Installer; comply with original Installer's written recommendations.

1. In general, use hand or small power tools designed for sawing and grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. Existing Finished Surfaces: Cut or drill from the exposed or finished side into concealed surfaces.
3. Concrete and Masonry: Cut using a cutting machine, such as an abrasive saw or a diamond-core drill.
4. Mechanical and Electrical Services: Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after cutting.
5. Proceed with patching after construction operations requiring cutting are complete.

C. Patching: Patch construction by filling, repairing, refinishing, closing up, and similar operations following performance of other Work. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.

1. Inspection: Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.
2. Exposed Finishes: Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Floors and Walls: Where walls or partitions that are removed extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish, color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
    a. Where patching occurs in a painted surface, apply primer and intermediate paint coats over the patch and apply final paint coat over entire unbroken surface containing the patch. Provide additional coats until patch blends with adjacent surfaces.

END OF SECTION 017329

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders and General Conditions, and all other Division 0 and 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:

1. Inspection procedures.
2. Warranties.
3. Equipment start-up, demonstration and commissioning.
4. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

A. Preliminary Procedures: Before requesting inspection for determining Substantial Completion, complete the following. List items below that are incomplete in request.

1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
2. Advise Owner of pending insurance changeover requirements.
3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
8. Complete startup testing of systems.
9. Submit test/adjust/records.
10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
11. Complete final cleaning requirements, including touchup painting.
12. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:

1. Submit a final Application for Payment according to Division 1 Section "Payment Procedures."
2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems. Submit demonstration and training videotapes.

B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.

1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

A. Preparation: Submit five copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding with interior spaces by room number and name.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

3. Include the following information at the top of each page:
   a. Project name.
   b. Date.
   c. Name of Architect.
   d. Name of Contractor.
   e. Page number.

1.6 WARRANTIES

A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.

B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½ by 11 inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.

B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
   a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
   b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
   c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
   d. Remove tools, construction equipment, machinery, and surplus material from Project site.
   e. Remove snow and ice to provide safe access to building.
   f. Clean exposed exterior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
   g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
      h. Remove labels that are not permanent.
   i. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
      1. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.

C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017823 - MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders and General Conditions, and other Division 0 and 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing maintenance manuals, including the following:

1. Maintenance documentation directory.
2. Maintenance manuals for the care and maintenance of products and systems.

B. Related Sections include the following:

1. Division 1 Section "Submittal Procedures" for submitting copies of submittals for maintenance manuals.
2. Division 1 Section "Closeout Procedures" for submitting maintenance manuals.
3. Division 1 Section "Project Record Documents" for preparing Record Drawings for maintenance manuals.
4. Technical specification sections for specific maintenance manual requirements for the Work in those Sections.

1.3 SUBMITTALS

A. Initial Submittal: Submit draft electronic copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Architect will return one copy of draft and mark whether general scope and content of manual are acceptable.

B. Final Submittal: Submit final electronic copies of each manual in final form at least 7 days before final inspection. Architect will return copy with comments within 7 days after final inspection.

1. Correct or modify each manual to comply with Architect's comments. Submit 3 hard copies and one electronic copy of each corrected manual within 7 days of receipt of Architect's comments.

1.4 COORDINATION

A. Where maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.
3. Table of contents.

B. Tables of Contents: Include a table of contents for each maintenance manual.

C. Identification: In the documentation directory and in each maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents."

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each component. Each manual shall contain the following materials, in the order listed:
1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Architect.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
   a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
   b. Identify each binder on front and spine, with printed title "MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.
2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
   a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
   b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.
4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations.

E. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency and maintenance manuals.

B. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper maintenance of equipment or systems.

C. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

D. Comply with Division 1 Section "Closeout Procedures" for schedule for submitting maintenance documentation.

END OF SECTION 017823

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including Instructions to Bidders and General Conditions, and other Division 0 and 1 Specification Sections apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Product Data.
3. Operation and Maintenance Data.

B. Related Sections include the following:

1. Division 1 Section "Closeout Procedures" for general closeout procedures.
2. Division 1 Section "Maintenance Data" for maintenance manual requirements.
3. Technical Specifications Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit one (1) set of hard copy and one (1) electronic marked-up Record Prints.

B. Record Product Data: Submit two (2) hard copies and one (1) electronic copy of each Product Data submittal.

1. Where Record Product Data is required as part of maintenance manuals, submit marked-up Product Data as an insert in manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
   a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
   b. Accurately record information in an understandable drawing technique.
   c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
2. Content: Types of items requiring marking include, but are not limited to, the following:
   a. Dimensional changes to Drawings.
   b. Revisions to details shown on Drawings.
   c. Actual equipment locations.
   d. Changes made by Change Order or Construction Change Directive.
   e. Changes made following Architect's written orders.
   f. Details not on the original Contract Drawings.
   g. Field records for variable and concealed conditions.
   h. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Identification: As follows:
   a. Project name.
   b. Date.
   c. Designation "PROJECT RECORD DRAWINGS."
   d. Name of Architect.
   e. Name of Contractor.

2.2 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders and Record Drawings where applicable.

2.3 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's and Construction Manager's reference during normal working hours.

END OF SECTION 017839