

ADDENDUM #4

To: All Bidders

Project Name: New Construction of:
West Whiteland Public Works Facility
121 Valley Creek Blvd.
Exton, PA 19341

Prepared for: West Whiteland Township
101 Commerce Drive
Exton, PA 19341

Date: August 31, 2023

Notice to all Contractors bidding the West Whiteland Public Works Facility. This Addendum is to amend or clarify the Contract documents as follows:

GENERAL:

- A. This Addendum constitutes part of the Project Manual and Contract. Should conflict occur between the Project Manual and items in this Addendum or between Drawings and this Addendum, the Addendum shall govern.
- B. Work described in this Addendum shall be in accordance with Specifications for like items in remainder of building and complete with all labor and materials required.
- C. Bidders are requested to attach a copy of this Addendum to the Project Manual in their possession.
- D. Work affected by items in this Addendum shall be appropriately adjusted to accommodate these changes.
- E. Acknowledge receipt of this Addendum by inserting its number and date in the space provided in the Bid Form. Failure to do so may subject Bidder to disqualification.
- F. Bids shall only be based on the products specified. No pre-bid substitutions shall be considered. Products that meet or exceed the product

specifications will be considered for use during the Shop Drawing Submittal Phase.

- G. STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. **In general**, it is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard, **except where listed without the following clause**. When proprietary names are used, they shall generally be followed by the words "or alternatives of the quality necessary to meet the specifications". Where proprietary names are used and are not followed by a clause similar to that listed above, the contractor is limited to providing that specified product to keep a standard product already established by the Township. A bid containing an alternative which does not meet the specifications may not be accepted, but, if an award is made to the bidder, the bidder will be required to replace any alternatives which do not meet the specifications at no additional cost. The intent of the bid documents is based on this STANDARD OF QUALITY and not to be proprietary in nature in any way.
- H. In general, minor changes to Specifications will be listed below under section 1. These changes will be included in Conformed Drawings after bidding. When revised specifications are included with this Addendum, items marked in **bold** indicate additions and items ~~struck through~~ indicate deletions.
- I. An Extended Rock Construction Entrance and Contractor Laydown Area Plan is included in this addendum. The Site Contractor shall be responsible for all site staging work which includes following:
- Construction of a temporary access road. It will be up to the bidder to select the materials for temporary road construction which shall be built to withstand heavy equipment similar to a tri-axle dump truck loaded with stone.
 - The access road and staging area shall be maintained on a daily basis by site contractor and shall remain free of ruts, mud, snow and ice.
 - The site contractor shall maintain a 6 foot wide clear pathways to a minimum of 2 locations into each building for purposes of workers access. These shall be made of crushed stone. These pathways shall be maintained throughout duration of construction free of mud, snow, or ice.

- Site Contractor will remove and dispose of temporary access road materials once permanent road construction can be installed.
- Site Contractor will remove and dispose of staging materials and complete construction at conclusion of project.

SPECIFICATIONS

- 1.01 Specification TOC – Table of Contents; **ADD** Section 074213.53 - Metal Soffit Panels under Division 7 – Thermal and Moisture Protection.
- 1.02 Specification Section 002100 – Supplemental Instructions to Bidders; **REPLACE** sixty (60) with one hundred twenty (120) under 7. BID SECURITY, item B and under 12. MODIFICATION AND WITHDRAWAL, item B.
- 1.03 Specification Section 004116 – BID FORM (General Construction); **REPLACE** sixty (60) with one hundred twenty (120) under Bid Withdrawal on Page 2. **ADD** the following unit prices:

UNIT PRICE 4: N/A

\$ _____ per cubic yard.

UNIT PRICE 5: N/A

CREDIT < \$ _____ per cubic yard.

- 1.04 Specification Section 004117 – BID FORM (Civil Construction); **REPLACE** sixty (60) with one hundred twenty (120) under Bid Withdrawal on Page 2. **ADD** the following unit prices:

UNIT PRICE 4: Bidder agrees to remove and dispose of unsuitable soils to stockpile location on WWT property adjoining project site.

\$ _____ per cubic yard.

UNIT PRICE 5: WWT has imported and stockpiled fill material to their property adjoining the project site. While the base bid allows bidders to utilize 10,000 CY of that material for your use in bidding, the Township may acquire more fill before the project commences. The Township will survey the stockpile prior to start of

construction to determine the actual quantity. Since the base bid requires the bidder to acquire fill needed above the 10,000 CY those costs should be in the bid. This unit price will be for bidder to provide a credit for your proposed fill source and utilize an equal quantity of the material from the Townships stockpile. It's possible, but not confirmed, they will acquire around 5,000 more CY above the 10,000 CY already on site.

BIDDER agrees to provide Owner a credit for the cost of importing fill that is stockpiled on WWT adjoining property above the 10,000 cubic yards in base bid.

CREDIT < \$_____ per cubic yard.

- 1.05 Specification Section 004118 – BID FORM (Plumbing Construction); **REPLACE** sixty (60) with one hundred twenty (120) under Bid Withdrawal on Page 2.
- 1.06 Specification Section 004119 – BID FORM (Mechanical Construction); **REPLACE** sixty (60) with one hundred twenty (120) under Bid Withdrawal on Page 2.
- 1.07 Specification Section 004120 – BID FORM (Electrical Construction); **REPLACE** sixty (60) with one hundred twenty (120) under Bid Withdrawal on Page 2.
- 1.08 Specification Section 004121 – BID FORM (Fire Suppression Construction); **REPLACE** sixty (60) with one hundred twenty (120) under Bid Withdrawal on Page 2.
- 1.09 Specification Section, 004200C – A310 -2010 Bid Bond; **REPLACE** sixty (60) with one hundred twenty (120) in the following sentence: "Waiver of notice by the Surety shall not apply to any extension exceeding ~~sixty (60)~~ **one hundred twenty (120)** 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)~~ **one hundred twenty (120)** days."
- 1.10 Specification Section 005200C – A132 Exhibit A – 2019, Insurance and Bonds; **DELETE & REPLACE** Section A.3.2.8 language with the following:

Professional Liability Insurance – If the scope of services or work under this contract involves the performance of any design/engineering, delegated design or value engineering services, Contractor shall require the Subcontractor or Supplier Design Professional they retain to purchase professional liability insurance. The policy shall be written with limits of not less than \$1,000,000.00 for each claim covering any design responsibility of Contractor in the performance of their work under this agreement.

DELETE Section A.3.2.9.

- 1.11 Specification Section 011200 – Multiple Contract Summary; Section 2.2, B, **REVISE** sentence under DIVISION 31 – EARTHWORK to say: Electrical instead of Civil in the

following sentence, "All underground conduit and wiring will be furnished and installed by the electrical contractor. Excavation and backfill for the electrical contractor will be addressed by Civil Contractor".

- 1.12 Specification Section 074213.53 – Metal Soffit Panels; **ADD** Section in entirety.

DRAWINGS

- 2.01 None at this time.

BIDDERS QUESTIONS

- 3.01 **Question:** Which contract is responsible for the bollards around the generator pad?
Response: *The Electrical Contractor is responsible for the bollards around the Emergency Generator.*
- 3.02 **Question:** Referencing Addendum #3, RFI Question #3.052, the GC could have multiple subcontractors with trailers, the MC and PC could also have subcontractors with trailers, please provide a quantity of trailers that the EC must include Electric usage charges for in our bid. Can this be changed to the EC paying the usage charges for the Owner's Rep trailer and all other contractors pay their own usage charges from the Electric service provided by the EC? Meters can be installed, or the monthly bill can be split among the contractors with trailers onsite. The method can be determined by the contractors, but the EC should not have to pay for other contractors' trailers. Could an Allowance be established so all contractors are carrying the same amount?
Response: *Electrical Contractor shall include one electrical hook-up and disconnection per prime contractor. Usage fees shall be paid by Electrical Contractor.*
- 3.03 **Question:** Reference Addendum 1- Paragraph I: this states "There will be a Site Staging and Logistics Plan issued in the next Addendum..." This site staging and logistics plan was not issued in Addendums 2, nor 3. Please provide this.
Response: *See Extended RCE and Laydown Area sketch provided with this Addendum.*
- 3.04 **Question:** Who is responsible to hang the electric heaters supplied by Mechanical ?
Response: The MC shall install electric heaters that they provide, including any controls. EC shall be responsible to provide power and connect to heaters.
- 3.05 **Question:** Regarding Addendum #01, at Heading "GENERAL", Item "I." states: "There will be a Site Staging & Logistics Plan issued in the next Addendum that provides job and storage trailer locations as well as responsibility for creating and removing staging areas." Question: We have not seen the above-mentioned

Drawing in Addendums #02 or #03. Electrical Contractors need this Drawing to determine the Scope of Temporary Service to the Site. Please provide the Drawing showing "Staging and Logistics."

Response: *See Extended RCE and Laydown Area sketch provided with this Addendum.*

- 3.06 **Question:** Is there a specified Roof Collateral load for the PEMB's RFI #2: Is the intent for the PEMB to have an eave extension? 1/A503 shows the standing seam roof extending 8 7/8" but no framing. If an eave extension is intended, please consider 1'-0" in lieu of 8 7/8" and provide a soffit panel specification. RFI #3: Will a soffit panel be needed to cover secondary framing on the underside of the Admin. Building Roof Canopy? See 2/A401. Please provide soffit panel specification, if needed.

Response: *1. See Specification Section 133419 – Metal Building Systems, Section 1.5, A., 4.*

2. Eave extension is not required; eave condition should utilize the manufacturer's standard details to achieve the design intent.

3. Canopy (alternate) details on A502 indicate a linear aluminum soffit is required. At high level, standing seam roof does not require a soffit panel. Provide Metal Soffit Panels per Specification Section 074213.52 Metal Soffit Panels, included as part of this addendum.

- 3.07 **Question:** Regarding Addendum #03, Item #3.017 contradicts Item #2.05. Please revise Item #3.017 response.

Response: *Response to item 3.017 in Addendum 3 should be 35kV, not 15kV.*

- 3.08 **Question:** Regarding Addendum #03, Item #3.052, states in part: "The Connection Fee includes the cost of the primary wire being pulled by PECO. This contradicts Item #3.051. Please revise Item #3.052 response.

Response: *Primary and secondary conductors provided by E.C. per PECO guidelines.*

- 3.09 **Question:** Regarding Spec. 011200, 2.2.B. & 2.5.B. at "DIVISION 33, UTILITIES", it still shows the Civil Contractor providing Excavation and Backfill for the E.C. Shouldn't this be revised?

Response: *Yes. 2.2, B. was addressed under item 1.02 in Addendum 3. 2.5, B. should indicate same language.*

- 3.010 **Question:** Regarding Drawing SE 101, Duct Bank "F", shows Conduits from Bldg. A & B Data Racks. No Cabling is shown between the 2 Bldgs. Does the EC owe Cabling, and if so, please provide Cabling Type that should be installed?

Response: *See specification 271005 section 2.2B. Provide 12-strand OS2 indoor/outdoor fiber and 12-strand OM4 indoor/outdoor fiber between data racks.*

- 3.011 **Question:** Is there a spec for the amended soil mix in the rain gardens?

Response: *See Soil Media General Notes and Specifications on drawing C16 – PCSM Details for amended soil mix.*

3.012 **Question:** Please confirm if the owner will be carrying the Builder's Risk coverage for the project?

Response: *Yes, the Owner will be carrying Builder's Risk coverage for the project.*

3.013 **Question:** Please confirm with the owner if Pollution/Professional coverage will be required? Our current limit is \$1M for Pollution/Professional liability.

Response: *Pollution coverage is not required. Professional coverage is required in instances involving the performance of any design/engineering, delegated design or value engineering services. See item 1.10 as part of this addendum.*

3.014 **Question:** What is the required maintenance period for this project?

Response: *There is no maintenance period. The warranty for the overall project is one (1) year from the date of substantial completion per Specification Section 015100 Temporary Utilities and Facilities Section 3.1, C.*

ATTACHMENTS

General:

Extended Rock Construction Entrance and Contractor Laydown Area Plan

Specifications:

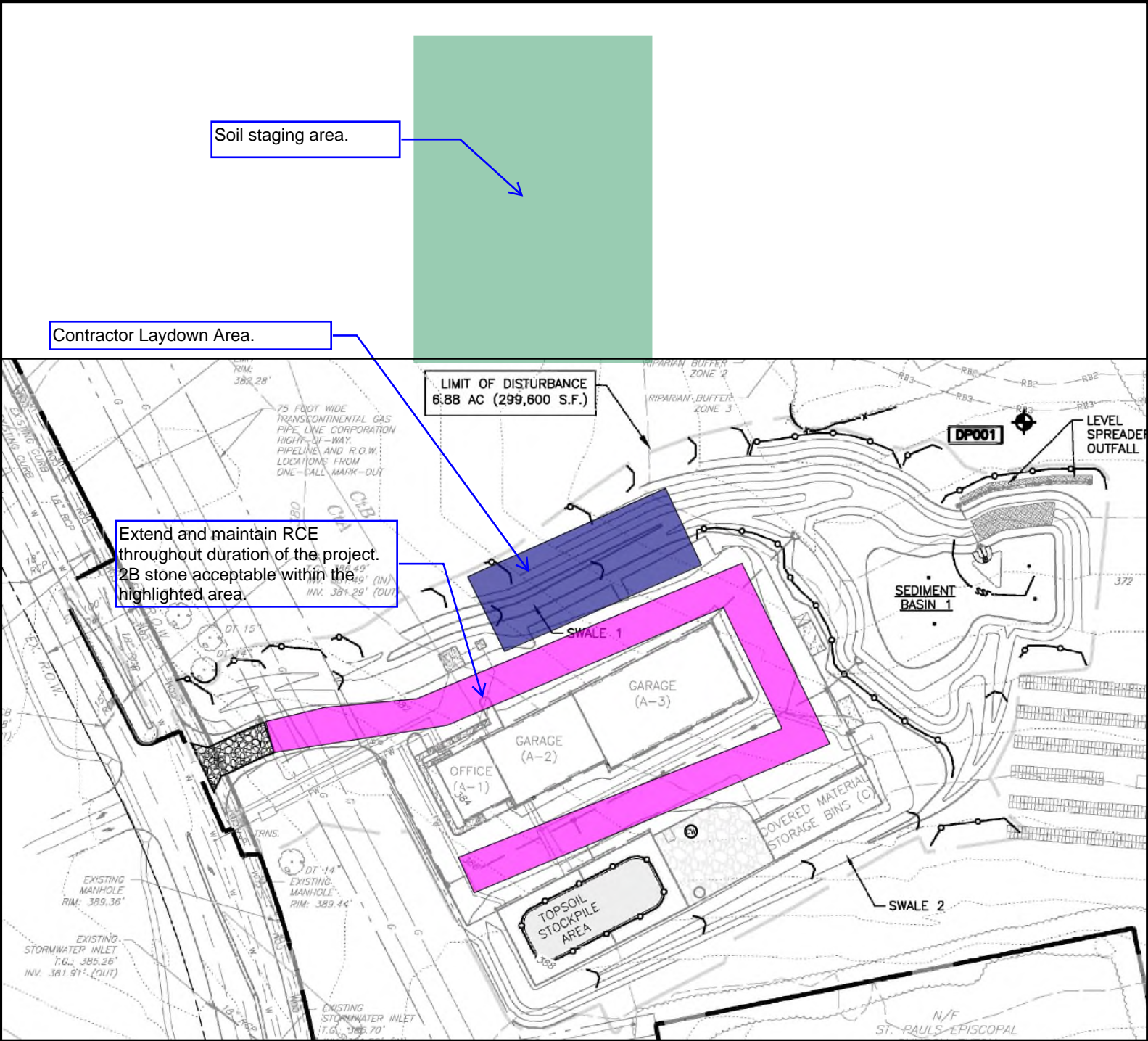
002100 – Supplemental Instructions to Bidders
004116 – BID FORM (General Construction)
004117 – BID FORM (Civil Construction)
004118 – BID FORM (Plumbing Construction)
004119 – BID FORM (Mechanical Construction)
004120 – BID FORM (Electrical Construction)
004121 – BID FORM (Fire Suppression Construction)
004200C – A310 -2010 Bid Bond
005200C – A132 -2019 Exhibit A, Insurance and Bonds
011200 – Multiple Contract Summary
074213.53 – Metal Soffit Panels
Amended Bid Forms
Supplemental Instructions to Bidders

Drawings:

None

END OF ADDENDUM

EXTENDED ROCK CONSTRUCTION ENTRANCE AND LAYDOWN AREA PLAN



**WEST WHITELAND TOWNSHIP
PUBLIC WORKS FACILITY**

SECTION 002100 - SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

ADDENDUM 4

Architect:
SCHRADERGROUP architecture LLC
161 Leverington Avenue, Suite 105
Philadelphia PA 19127

Owner:
West Whiteland Township
101 Commerce Drive
Exton, PA 19341

To be considered, Bids must be made in accordance with the Instructions to Bidders as amended by these Supplemental Instructions to Bidders.

1. DOCUMENTS:

- A. Bona fide Prime Bidders may obtain a complete set of Drawings and Project Manual from the sources indicated in the Bid Advertisement, Section 001113.
- B. PRIME CONTRACTORS can obtain Contract Documents through PennBid website: www.pennbid.procureware.com/home.

2. EXAMINATION:

- A. Bidders shall **CAREFULLY EXAMINE** the Documents and the construction Site to obtain first-hand knowledge of existing condition and limitations. **FAILURE TO VISIT THE SITE WILL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR SAME**, nor will extra payment requests be considered for conditions which could have been determined by examination of the Site and Documents. All site visits shall take place on the dates and times established by the Owner, and as described in the pre-bid meeting.

3. QUESTIONS:

- A. Submit all questions about the Drawings and Project Manual to the Architect, in writing. Written replies will be issued to all Prime Bidders of record as Addenda to the Drawings and Specifications and will become part of the Contract Documents. If any item of Work is shown on the Drawings and not specified, or mentioned in the Specifications and not shown on the Drawings, the matter should be brought to the attention of the Architect during bidding so an addendum can be issued correcting the issue. If such correction is not made, the Work in question shall be considered to be required as if it has been specified and shown on the Drawings. **CONTRACTOR SHALL NOT RELY, NOR BE ENTITLED TO RELY, UPON ORAL CLARIFICATIONS MADE BY THE ARCHITECT.** All questions shall be presented as set forth herein and Contractor shall rely only upon written addenda by the Architect in response to the question(s) presented. Questions received less than five (5) working days before the bid opening shall not be answered.

4. **PRE-BID SUBSTITUTIONS:**

- A. Bids shall be based on the products or manufacturers specified. This is not intended to eliminate competition from other manufacturers other than those specified; however, no pre-bid substitutions shall be considered.

5. **BASIS OF BID:**

- A. The Bidder must include any Alternates and Unit Price Items as may be shown on the Bid Form. Failure to comply may be cause for rejection of Bid. Failure to address an alternate shall be considered the same as no change.
- B. No combination of Bids or assignments will be considered unless so noted in the bidding documents.
- C. Failure to acknowledge any addendum or any other item listed on the BID FORM may be cause for rejection of the bid.

6. **PREPARATION OF BIDS:**

- A. Bids shall be made on unaltered **BID FORMS**. Fill in all blank spaces and submit on PennBid.

Bids shall be signed in ink with name typed below signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by the name of the State of incorporation and the legal signature of an officer authorized to bind the corporation to a contract. **ALL UNSIGNED BIDS SHALL BE REJECTED.**

7. **BID SECURITY:**

- A. Bid Security shall be made payable to the Owner, in the amount of 10 percent (10%) of the Base Bid sum. Security shall be either CERTIFIED CHECK, BANK CASHIERS CHECK or BID BOND issued by the Surety licensed to conduct business in the state in which the Project is being constructed. The Owner reserves the right to approve the sufficiency of the required bid security.
- B. The successful bidder's Security will be retained until the successful bidder has signed the Contract and furnished the required PAYMENT and PERFORMANCE BONDS. The Owner reserves the right to retain the Security of the next three (3) lowest bidders until the lowest Bidder enters into a Contract or until ~~sixty (60)~~ **one hundred twenty (120)** days after bid opening, whichever is the shorter. All other Bid Security will be returned as soon as practical. If any Bidder refuses to enter into a Contract, the Owner will retain its Bid Security as liquidated damages, but not as a penalty.
- C. The Bid Security is to be submitted and attached to the BID FORM at the time of submission of Bids.

8. PERFORMANCE BOND AND PAYMENT BOND:

- A. Furnish and pay for Bonds covering faithful performance of the Contract and payment of all obligations arising there under. Furnish Bonds in the amount of 100% of Bid sum and in such form as the Owner may prescribe and with Surety Company acceptable to the Owner. The bond cost must be included in the bid amount.
- B. The Contractor shall deliver said Bonds to the Owner prior to executing the agreement. Failure or neglecting to deliver said Bonds, as specified, shall be considered as having abandoned the Contract and the Bid Security will be retained as liquidated damages.
- C. Each such Performance and Payment Bond shall be executed by a surety legally authorized to do business in the Commonwealth of Pennsylvania.
- D. Each such Performance and Payment Bond shall be obtained from a company having a minimum rating of "A-" or above in the Best Key Rating Guide, latest edition. The amount of the Bond shall be exclusively for this project and not a shared pool with other projects.
- E. The surety company executing any such Bond must be included in the listing of acceptable sureties as listed in the Treasury Department Circular 570, as most-currently revised, and the amount of such Bond shall not exceed the underwriting risk for such surety as set forth in the above-referenced Circular or revision thereof.
- F. In the event the Owner terminates the Contract with the Contractor, and it is determined that the Contractor has forfeited the Performance Bond, the Owner reserves the right to disapprove the surety's use of the terminated Contractor to complete the Project.

9. NO-LIEN

- A. This is property of a public Owner and, as such, may not be liened. For the protection of sub-contractors and the contractor's suppliers, a payment bond will be required.

10. SUBMITTAL:

- A. Submit Bids on the PennBid website referenced above.
- B. Submit Bids in accordance with the INVITATION TO BID.

12. MODIFICATION AND WITHDRAWAL:

- A. Bids may not be modified after submittal. Bidders may withdraw Bids at any time up to the scheduled time for opening of bids.

- B. Except as provided in 72 P.S. § 1602 as amended, no bid may be withdrawn or modified after the bid opening except where the award of Contract has been delayed for ~~sixty (60)~~ **one hundred twenty (120)** days or as provided by law.

13. **DISQUALIFICATION AND REJECTION OF BIDS:**

- A. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- B. The Owner has the right to reject bids, which are not responsive, and to not award to any bidder which is deemed to be not responsible.

14. **OPENING BIDS:**

- A. Bids will be opened the West Whiteland Township Building and made available to the public as announced in the **INVITATION TO BID**.

15. **AWARD**

- A. The Contract will be awarded on the basis of the lowest responsive base bid, including full consideration of any combination of alternates at the discretion of the Township as may appear on the Bid Form.
- B. **The lowest responsive bid will be comprehensive and include all costs necessary for the completion of the Work.**

16. **EXECUTION OF CONTRACT:**

- A. The Owner reserves the right to accept any Bid, and to reject any or all Bids.
- B. Each Bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract above and beyond that to be submitted in the Contractor Qualification statement with the bid.
- C. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, the Contractor shall be prepared, upon written notice of Bid acceptance, **to commence work within ten (10) days** following receipt of official written order from the Owner to proceed, or on date stipulated in such order.
- D. The accepted Contractor shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and **within five (5) days** following its presentation shall execute same and return it to the Owner.

18. **TIME OF COMPLETION:**

- A. The Contractor shall begin the Work on the date of commencement as defined in subparagraph 8.1.2 of the General Conditions and carry the Work forward expeditiously to achieve **Substantial Completion** of each phase on or before the date.
- B. The Contractor understands and agrees that **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates. Notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of scheduled dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project progress and the actual pace of the Project without additional compensation. In said case, contractor waives any right to claim that it has been accelerated.
- C. Should the Contractor fail to complete the work in accordance with the Contract Documents, the Contractor shall be liable to the Owner for the sum of **\$1,000.00** daily, assessable as liquidated damages and not as a penalty.
- D. This schedule of completion of the Work shall be considered of the essence of the Contract, and for the cost of extra inspections, salaries of contingent forces, and other expense incurred by the Owner resulting from the Contractor's delay in completing the work of the Contract within the Contract Time, the Owner shall be entitled to liquidated damages, and not a penalty, for each calendar day that the Work is not substantially complete, subject to adjustments of the Contract Time as provided in the General Conditions. Liquidated damages are necessary, in that it is impossible to precisely calculate the monetary loss to the Owner as the result of any delay in implementation.
- a. **MILESTONE SCHEDULE**
- **Notice to Proceed (TBD)**
 - **30 days complete all submittals**
 - **30 days complete staging area**
 - **90 days complete erosion and sedimentation control, basins, site fill and pads on grade**
 - **90 days commence footings for buildings**
 - **210 days building enclosure**
 - **310 days permanent power completed**
 - **355 days Substantial Completion**
 - **385 days Final completion**
- E. Coordination of the Work is essential to timely completion of the project within the scheduled plan therefore it is critical that the Superintendent or Project Manager for the Prime Contractor be at each regularly scheduled project meeting. The Prime Contractor shall be assessed a sum of \$100.00 for each scheduled project meeting missed by their designated Superintendent or Project Manager.

19. **GOVERNING LAWS AND REGULATIONS:**

- A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and they are deemed to be included in the Contract the same as though herein written in full.

B. FEDERAL OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (O.S.H.A.):

The Contractor is required to promptly perform all reporting and recording as required by said Act.

C. PENNSYLVANIA ACT 287 - UTILITIES PROTECTION:

The Contractor will be responsible for complying with Pennsylvania Act 287, commonly known as the "**CALL BEFORE YOU DIG ACT**". Excavation or digging Contractors may learn the utilities and authority Owners by calling **1-800-242-1776** statewide prior to work. One call locates utility lines and the utilities are notified.

D. COMPLIANCE WITH HUMAN RELATIONS ACT:

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, Et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors, and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

E. PENNSYLVANIA PREVAILING WAGE ACT 442:

1. *The general prevailing minimum wage rates including contributions for employees benefits as shall have been determined by the Secretary of the Department of Labor and Industry which must be paid to the workmen employed in the performance of the Contract.*

The Contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.

2. *The contract shall contain the stipulation that such workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof, as heretofore set forth in this Section.*

3. *The contract provisions shall apply to all work performed on the contract by the contractor and to all work performed on the contract by all subcontractors.*
4. *The contractor shall insert in each of his sub-contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.*
5. *The Contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.*
6. *The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any contractor, subcontractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act, or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.*
7. *The Contract shall provide that the Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:*
 - a. *Name of project.*
 - b. *Name of public body of which it is being constructed.*
 - c. *The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.*
 - d. *The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.*
 - e. *A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever they may file a protest in writing with the Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than*

the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

8. *The Contract shall provide that the Contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representatives.*
9. *The Contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.*
10. *Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.*
11. *Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.*
12. *The contract shall also provide that each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.*
13. *The provisions of the Act and these Regulations shall be incorporated by reference in the contract.*

F. PUBLIC WORK EMPLOYMENT VERIFICATION (as cited on the Pennsylvania Department of General Services website)

1. The Commonwealth of Pennsylvania enacted Act 127 of 2012, known as the Public Works Employment Verification Act ('the Act') which required all public work contractors and subcontractors to utilize the Federal Government's E-Verify system to ensure that all employees performing work on public work projects are authorized to work in the United States.

The Department defines a "Public Work" to be construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000) but shall not include work performed under rehabilitation or manpower training program.

The Department of General Services' Public Works Employment Verification Compliance Program is responsible for the administration, education and enforcement of the Public Works Employment Verification Act 127 of 2012. It provides contractors and subcontractors with educational outreach, conducts investigations when complaints are received and random audits to ensure compliance with the requirements of this Act.

Please direct all your questions to the Public Works Employment Verification Compliance Office

Mail: Department of General Services Public Works
Employment Verification Compliance Office
Room 105 Tent Building
18th & Herr Streets
Harrisburg, PA 17125

Telephone: 717-214-3668
Fax: 717-214-3669

G. DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA:

Contractor, at its own expense, shall conform to the nondiscrimination policies and plans required by the Contract Documents, the laws of the Commonwealth of Pennsylvania according to 62 PA.C.S.A 53701 and all other laws applicable to the Project.

1. In the hiring of employees for the performance of Work under the contract or any subcontract, no Contractor, Subcontractor, or any person acting on behalf of the Contractor, shall, by reason of gender, race, creed, religion, color,

discriminate against any citizen of this Commonwealth who is qualified and available to perform Work to which the employment relates.

2. No Contractor or Subcontractor, or any person on their behalf shall, in any manner discriminate, against or intimidate any employee hired for the performance of Work on Contract on account of gender, race, creed, or color
3. The contract may be cancelled or terminated by the Government Agency and all money due or to become due under the contract may be forfeited for a violation of terms or conditions of that portion of the contract.
4. Unless exempted by law, Contractor shall include the requirements of this section in every sub contracted or purchase order so that it will be binding upon each subcontractor or supplier of the Contractor.
5. In the event the Contractor believes it necessary to modify its sequence of Work, the work environment or means and methods to comply with the applicable requirements of the Americans with Disabilities Act (ADA), Contractor shall notify the Architect and Owner in writing of the proposed modification. All costs of the proposed modifications shall be borne by Contractor, including impact costs to other Contractors or other parts of the Project, including any claims arising there from. No modification shall be implemented by Contractor until it receives written consent from the Architect. Nothing herein shall be construed to make the Owner, Architect or Contractor responsible for conformance of the Architect's design to ADA requirements.
6. If Contractor, its employees, subcontractors, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon written notice from the Architect and/or Owners designated project representative, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work.
7. This Contract may be cancelled or terminated by the Township and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

H. COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT:

PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts there under.

In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

I. STANDARD OF QUALITY

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. In general it is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard, except where listed without the following clause. When proprietary names are used, they shall generally be followed by the words "or alternatives of the quality necessary to meet the specifications". A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but, if an award is made to the bidder, the bidder will be required to replace any alternatives which do not meet the specifications at no additional cost."

J. PROHIBITION OF CASH ALLOWANCES

Cash allowances are prohibited.

END OF SECTION 002100

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SECTION 004116 - BID FORM

ADDENDUM 4

BID FORM

FOR

CONTRACT NUMBER: 1

CONTRACT NAME: General Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation.

The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of ~~sixty (60)~~ **one hundred twenty (120)** days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all General Construction – Work, complete, for the New Construction of West Whiteland Public Works Facility, as shown and specified in the Contract Documents, for the lump sum of:

_____ Dollars (\$ _____)

ALTERNATES: The Bidder agrees that the Owner shall have the right to accept or reject any or all of the following alternates, which acceptance or rejection shall enter into the determination of the low bidder. The Bidder agrees that the contract time shall not be increased on account of the acceptance of any one or combination of alternates unless specifically stated in such Alternate descriptions. The Bidder agrees that the Owner shall have the right to accept an alternate that is higher in price than the base bid or other alternate. Alternates Prices shall include the cost of furnishing, installing all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the design intent, manufacturers' recommendations, building codes and the project specifications. Indicate whether alternate price is an add or deduct when a choice is provided. Alternates left blank or indicated as "Not Applicable" (N/A) shall be considered the same as "No Change in Cost."

ALTERNATE No. 1: The Bidder shall state the adjustment in price from the base bid to reduce the Emergency Generator scope to include only Emergency Power and Emergency Lighting.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 2: The Bidder shall state the adjustment in price from the base bid to delete the Wash Bay of Building A from Grid Line 15 to 16. End wall along Grid Line 16 moves to Grid Line 15 for a reduction in Building A length by 19'- 8".

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 3: The Bidder shall state the adjustment in price from the base bid to delete canopies on Building A as identified in 2/A101.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

UNIT PRICES: OWNER shall make adjustments to the Contract based on the actual field conditions encountered using the Unit Prices included with the Bid. The BIDDER agrees that OWNER reserves the right to reject or otherwise not agree to use the Unit Prices submitted, if in the Owner's opinion, the nature or quantity of the Work encountered is such that the Unit Price cost no longer applies to the Work. The Owner also reserves the right to solicit independent proposals as required by the Department of Education guidelines, under a separate contract, to perform the services required. **The responsiveness of the Bid, and if the Bid is responsible, may be determined by the Owner on the basis of the Unit Prices proposed by the Bidder. Unit Prices shall be consistent with verifiable average costs for the Work to be performed. Bidders agree that a Bid may be rejected if the Unit Prices submitted are inconsistent with**

the average cost. Under NO circumstances will BIDDER perform Unit Price Work without prior written authorization from OWNER. Unit Prices shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidental costs necessary to complete the specified operation. Unit Prices will be used to ADD/DEDUCT to the Contract cost where appropriate. The Bidder agrees that in the event of any inconsistency between a Unit Price and the extension of a Unit Price in a Material Allowance, the Unit Price shall control, the Material Allowance extension shall be recalculated

UNIT PRICE 1: BIDDER agrees to provide 4'-0" x 8'-0" plywood panel:

\$ _____ **per panel**

UNIT PRICE 2: BIDDER agrees to provide Metal Building Manufacturer's standard interior liner panel at an 8'-0" typical height:

\$ _____ **per panel**

UNIT PRICE 3: N/A

\$ _____ **per cubic yard**

UNIT PRICE 4: N/A

\$ _____ **per cubic yard.**

UNIT PRICE 5: N/A

CREDIT < \$ _____ **per cubic yard.**

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____ **Seal**

WITNESS

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF GC BID FORM 004116

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SECTION 004117 - BID FORM

ADDENDUM 4

BID FORM

FOR

CONTRACT NUMBER: 2

CONTRACT NAME: Civil Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation.

The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of ~~sixty (60)~~ **one hundred twenty (120)** days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all ~~Civil General~~ Construction – Work, complete, for the New Construction of West Whiteland Public Works Facility, as shown and specified in the Contract Documents, for the lump sum of:

_____ Dollars (\$ _____)

ALTERNATES: The Bidder agrees that the Owner shall have the right to accept or reject any or all of the following alternates, which acceptance or rejection shall enter into the determination of the low bidder. The Bidder agrees that the contract time shall not be increased on account of the acceptance of any one or combination of alternates unless specifically stated in such Alternate descriptions. The Bidder agrees that the Owner shall have the right to accept an alternate that is higher in price than the base bid or other alternate. Alternates Prices shall include the cost of furnishing, installing all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the design intent, manufacturers' recommendations, building codes and the project specifications. Indicate whether alternate price is an add or deduct when a choice is provided. Alternates left blank or indicated as "Not Applicable" (N/A) shall be considered the same as "No Change in Cost."

ALTERNATE No. 1: The Bidder shall state the adjustment in price from the base bid to reduce the Emergency Generator scope to include only Emergency Power and Emergency Lighting.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 2: The Bidder shall state the adjustment in price from the base bid to delete the Wash Bay of Building A from Grid Line 15 to 16. End wall along Grid Line 16 moves to Grid Line 15 for a reduction in Building A length by 19'- 8".

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 3: The Bidder shall state the adjustment in price from the base bid to delete canopies on Building A as identified in 2/A101.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

UNIT PRICES: OWNER shall make adjustments to the Contract based on the actual field conditions encountered using the Unit Prices included with the Bid. The BIDDER agrees that OWNER reserves the right to reject or otherwise not agree to use the Unit Prices submitted, if in the Owner's opinion, the nature or quantity of the Work encountered is such that the Unit Price cost no longer applies to the Work. The Owner also reserves the right to solicit independent proposals as required by the Department of Education guidelines, under a separate contract, to perform the services required. **The responsiveness of the Bid, and if the Bid is responsible, may be determined by the Owner on the basis of the Unit Prices proposed by the Bidder. Unit Prices shall be consistent with verifiable average costs for the Work to be performed. Bidders agree that a Bid may be rejected if the Unit Prices submitted are inconsistent with**

the average cost. Under NO circumstances will BIDDER perform Unit Price Work without prior written authorization from OWNER. Unit Prices shall include costs for furnishing and installing all materials, labor, tools, equipment, and other incidental costs necessary to complete the specified operation. Unit Prices will be used to ADD/DEDUCT to the Contract cost where appropriate. The Bidder agrees that in the event of any inconsistency between a Unit Price and the extension of a Unit Price in a Material Allowance, the Unit Price shall control, the Material Allowance extension shall be recalculated

UNIT PRICE 1: N/A

\$ _____ **per panel**

UNIT PRICE 2: N/A

\$ _____ **per panel**

UNIT PRICE 3: BIDDER agrees to provide satisfactory engineered soils with proper compaction. (ADD/DEDUCT cost):

\$ _____ **per cubic yard**

UNIT PRICE 4: Bidder agrees to remove and dispose of unsuitable soils to stockpile location on WWT property adjoining project site.

\$ _____ **per cubic yard.**

UNIT PRICE 5: WWT has imported and stockpiled fill material to their property adjoining the project site. While the base bid allows bidders to utilize 10,000 CY of that material for your use in bidding, the Township may acquire more fill before the project commences. The Township will survey the stockpile prior to start of construction to determine the actual quantity. Since the base bid requires the bidder to acquire fill needed above the 10,000 CY those costs should be in the bid. This unit price will be for bidder to provide a credit for your proposed fill source and utilize an equal quantity of the material from the Townships stockpile. It's possible, but not confirmed, they will acquire around 5,000 more CY above the 10,000 CY already on site.

BIDDER agrees to provide Owner a credit for the cost of importing fill that is stockpiled on WWT adjoining property above the 10,000 cubic yards in base bid.

CREDIT < \$ _____ **per cubic yard.**

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____ **Seal**

WITNESS

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF CC BID FORM 004117

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SECTION 004118 - BID FORM

ADDENDUM 4

BID FORM

FOR

CONTRACT NUMBER: 3

CONTRACT NAME: Plumbing Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation.

The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of ~~sixty (60)~~ **one hundred twenty (120)** days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all Plumbing Construction – Work, complete, for the New Construction of West Whiteland Public Works Facility, as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$) _____

ALTERNATES: The Bidder agrees that the Owner shall have the right to accept or reject any or all of the following alternates, which acceptance or rejection shall enter into the determination of the low bidder. The Bidder agrees that the contract time shall not be increased on account of the acceptance of any one or combination of alternates unless specifically stated in such Alternate descriptions. The Bidder agrees that the Owner shall have the right to accept an alternate that is higher in price than the base bid or other alternate. Alternates Prices shall include the cost of furnishing, installing all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the design intent, manufacturers' recommendations, building codes and the project specifications. Indicate whether alternate price is an add or deduct when a choice is provided. Alternates left blank or indicated as "Not Applicable" (N/A) shall be considered the same as "No Change in Cost."

ALTERNATE No. 1: The Bidder shall state the adjustment in price from the base bid to reduce the Emergency Generator scope to include only Emergency Power and Emergency Lighting.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 2: The Bidder shall state the adjustment in price from the base bid to delete the Wash Bay of Building A from Grid Line 15 to 16. End wall along Grid Line 16 moves to Grid Line 15 for a reduction in Building A length by 19'- 8".

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 3: The Bidder shall state the adjustment in price from the base bid to delete canopies on Building A as identified in 2/A101.

ADD / DEDUCT _____ Dollars.
(Words)

(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____ **Seal**

WITNESS

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF PC BID FORM 004118

SECTION 004119 - BID FORM

ADDENDUM 4

BID FORM

FOR

CONTRACT NUMBER: 4

CONTRACT NAME: Mechanical Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation.

The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of ~~sixty (60)~~ **one hundred twenty (120)** days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all Mechanical Construction – Work, complete, for the New Construction of West Whiteland Public Works Facility as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

ALTERNATES: The Bidder agrees that the Owner shall have the right to accept or reject any or all of the following alternates, which acceptance or rejection shall enter into the determination of the low bidder. The Bidder agrees that the contract time shall not be increased on account of the acceptance of any one or combination of alternates unless specifically stated in such Alternate descriptions. The Bidder agrees that the Owner shall have the right to accept an alternate that is higher in price than the base bid or other alternate. Alternates Prices shall include the cost of furnishing, installing all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the design intent, manufacturers' recommendations, building codes and the project specifications. Indicate whether alternate price is an add or deduct when a choice is provided. Alternates left blank or indicated as "Not Applicable" (N/A) shall be considered the same as "No Change in Cost."

ALTERNATE No. 1: The Bidder shall state the adjustment in price from the base bid to reduce the Emergency Generator scope to include only Emergency Power and Emergency Lighting.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 2: The Bidder shall state the adjustment in price from the base bid to delete the Wash Bay of Building A from Grid Line 15 to 16. End wall along Grid Line 16 moves to Grid Line 15 for a reduction in Building A length by 19'- 8".

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 3: The Bidder shall state the adjustment in price from the base bid to delete canopies on Building A as identified in 2/A101.

ADD / DEDUCT _____ Dollars.
(Words)

(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____ **Seal**

WITNESS

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

_____ **Partner** _____ **Seal**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)

(Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF MC BID FORM 004119

SECTION 004120 - BID FORM

BID FORM

FOR

CONTRACT NUMBER: 5

CONTRACT NAME: Electrical Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of ~~sixty (60)~~ **one hundred twenty (120)** days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all Electrical Construction – Work, complete, for the New Construction of West Whiteland Public Works Facility as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

ALTERNATES: The Bidder agrees that the Owner shall have the right to accept or reject any or all of the following alternates, which acceptance or rejection shall enter into the determination of the low bidder. The Bidder agrees that the contract time shall not be increased on account of the acceptance of any one or combination of alternates unless specifically stated in such Alternate descriptions. The Bidder agrees that the Owner shall have the right to accept an alternate that is higher in price than the base bid or other alternate. Alternates Prices shall include the cost of furnishing, installing all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the design intent, manufacturers' recommendations, building codes and the project specifications. Indicate whether alternate price is an add or deduct when a choice is provided. Alternates left blank or indicated as "Not Applicable" (N/A) shall be considered the same as "No Change in Cost."

ALTERNATE No. 1: The Bidder shall state the adjustment in price from the base bid to reduce the Emergency Generator scope to include only Emergency Power and Emergency Lighting.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 2: The Bidder shall state the adjustment in price from the base bid to delete the Wash Bay of Building A from Grid Line 15 to 16. End wall along Grid Line 16 moves to Grid Line 15 for a reduction in Building A length by 19'- 8".

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 3: The Bidder shall state the adjustment in price from the base bid to delete canopies on Building A as identified in 2/A101.

ADD / DEDUCT _____ Dollars.

(Words)
(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____**Seal**

WITNESS

_____ **Partner** _____**Seal**

_____ **Partner** _____**Seal**

_____ **Partner** _____**Seal**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)
_____ (Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF EC BID FORM 004120

SECTION 004121 - BID FORM

ADDENDUM 4

BID FORM

FOR

CONTRACT NUMBER: 6

CONTRACT NAME: Fire Suppression Construction

FOR

New Construction of West Whiteland Public Works Facility

121 Valley Creek Boulevard, Exton, PA 19341

Proposal of: (Name) _____

(Address) _____

(Telephone) _____

(Contact Person) _____

***West Whiteland Township
101 Commerce Drive
Exton, PA 19341***

In conformity with the Plans and Specifications as prepared by Schrader Group Architecture LLC, 161 Leverington Ave, Ste 105, Philadelphia PA 19127, after an examination of the site and the Bidding and Contract Documents, the undersigned submits this proposal and enclosed herewith a bond in an amount of not less than ten percent (10%) of the total of the hereinafter stated Base Bid, made payable to or indemnifying the "West Whiteland Township, 101 Commerce Drive, Exton, PA 19341", which it is understood will be held by the Owner, as security as provided in the Instructions to Bidders, if this proposal or any part thereof is accepted by the Owner, and the undersigned shall fail to furnish approved bonds and execute the Agreement within ten (10) days from the date of issuance of the award. Should the Owner fail to make an award on this project through no fault or failure on the part of the Bidder, then the Owner shall return said bid security.

It is hereby certified that the undersigned is the only person(s) interested in this proposal as principal, and that the proposal is made without collusion with any person, firm or corporation. The Bidder submits herewith, as such, a Non-Collusion Affidavit in accordance with the provisions of the Pennsylvania Anti-bid-Rigging Act of October 28, 1983.

Bidder hereby agrees to execute the Agreement and furnish surety company bonds in the amount of one hundred percent (100%) of the Contract Price for the Performance Bond and Labor and Material Payment Bond, within ten (10) days after mailing by the Owner of notice of award, and to begin work with ten (10) days after date of Notice to Proceed.

Bidder guarantees that, if awarded contract, he will furnish and deliver all materials, tools, equipment, tests transportation, secure all permits and licenses, do and perform all labor, supervision and all means of construction, pay all fees and do all incidental work, and to execute, construct and finish, in an expeditious, substantial and workmanlike manner, in accordance with the plans and specifications, to the complete satisfaction and acceptance of the Owner, for the Work of this Contract for the **New Construction of West Whiteland Public Works Facility**.

It is understood that the Owner, reserves the right to reject any or all proposals, or part thereof, or items therein and to waive technicalities required for the best interest of the Owner. It is further understood that competency and responsibility of bidders will receive consideration before the award of the contract. A certified copy of the Contractor's Qualification Statement, AIA Document A-305 will be submitted as part of this bid.

Bidders submit this proposal with the understanding that the work shall be substantially complete by the dates indicated in Supplemental Instruction to Bidders, Item 18, Time for Completion. The time for completion of the work of all contracts shall be considered as of the essence of this Contract. Liquidated Damages do apply to this Project and are further described in Supplemental Instructions to Bidders, Item 18C.

The Contractor understands and agrees the **TIME IS OF THE ESSENCE** and that all schedule dates are minimum performance dates, notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of schedule dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project Progress and the actual pace of the Project without additional compensation.

The bidder agrees that he will not assign his bid or any of his rights or interests thereunder without the written consent of the Owner. In the event of a discrepancy between the verbiage (words) and numbers entered here below, the verbiage shall govern.

Bid Withdrawal

This proposal is submitted with the definite understanding that it will not be withdrawn for a period of ~~sixty (60)~~ **one hundred twenty (120)** days after Bids are due, or any authorized postponement thereof, except as provided by law (73 P.S. §1602, as amended).

THE BID, as called for, is submitted as follows:

Item A. BASE BID:

For all **Fire Suppression Electrical** Construction – Work, complete, for the New Construction of West Whiteland Public Works Facility as shown and specified in the Contract Documents, for the lump sum of:

Dollars (\$ _____)

ALTERNATES: The Bidder agrees that the Owner shall have the right to accept or reject any or all of the following alternates, which acceptance or rejection shall enter into the determination of the low bidder. The Bidder agrees that the contract time shall not be increased on account of the acceptance of any one or combination of alternates unless specifically stated in such Alternate descriptions. The Bidder agrees that the Owner shall have the right to accept an alternate that is higher in price than the base bid or other alternate. Alternates Prices shall include the cost of furnishing, installing all materials, labor, tools, equipment and other incidentals necessary to complete the work in accordance with the design intent, manufacturers' recommendations, building codes and the project specifications. Indicate whether alternate price is an add or deduct when a choice is provided. Alternates left blank or indicated as "Not Applicable" (N/A) shall be considered the same as "No Change in Cost."

ALTERNATE No. 1: The Bidder shall state the adjustment in price from the base bid to reduce the Emergency Generator scope to include only Emergency Power and Emergency Lighting.

ADD / DEDUCT _____ Dollars.

(Words)

(\$ _____)

(Figures)

ALTERNATE No. 2: The Bidder shall state the adjustment in price from the base bid to delete the Wash Bay of Building A from Grid Line 15 to 16. End wall along Grid Line 16 moves to Grid Line 15 for a reduction in Building A length by 19'- 8".

ADD / DEDUCT _____ Dollars.

(Words)

(\$ _____)

(Figures)

ALTERNATE No. 3: The Bidder shall state the adjustment in price from the base bid to delete canopies on Building A as identified in 2/A101.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 4: The Bidder shall state the adjustment in price from the base bid to delete the Kalwall Translucent Panels on the east end of Building A identified as window frame type W4 and shown on 2/A201 and A602..

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 5: The Bidder shall state the adjustment in price from the base bid to provide power and lighting to the Service Pit in Mechanic's Bay 12 of Building A. See Electrical Drawings and Specifications.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ALTERNATE No. 6: The Bidder shall state the adjustment in price from the base bid to delete Building C in its entirety. Area of Building Footprint to be grass.

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

ADD / DEDUCT _____ Dollars.
(Words)
(\$ _____)
(Figures)

Name of Contractor

ATTACHMENTS:

The following Documents are attached and are made a condition of this Bid:

- a. Non-collusion Affidavit
- b. Bid Bond
- c. Contractor Qualification Statement
- d. Contractor Integrity
- e. Non-Discrimination Clause
- f. Commonwealth of PA – Public Works Employment Verification Form

ACCEPTANCE OF ADDENDA:

In submitting this proposal, I have received and included in this bid, the instructions and information contained in the following Addenda:

Addendum No.

Dated

SIGNATURES

The Undersigned here certifies that this Proposal is genuine and not a sham, collusive or fraudulent or made in the interest of or in behalf of any person, firm or corporation not herein named; and that the Undersigned has not, directly or indirectly, inducted or solicited any bidder to submit a sham bid, or any other person, firm or corporation from bidding, and that the Undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other Bidder.

(Individual Bidder)

Seal

WITNESS

Trading and doing business as

Business

Address: _____

** If a fictitious trade name is employed in the conduct of business, insert such name and complete appropriate, by deletion, the following sentence:

The foregoing fictitious trade name (has) (has not) been registered under Pennsylvania Law.

(Partnership Bidder)

_____**Seal**

WITNESS

_____ **Partner** _____**Seal**

_____ **Partner** _____**Seal**

_____ **Partner** _____**Seal**

Business Address:

** If a fictitious or trade name is employed in the conduct of business, insert such name and complete, as appropriate, by deletion, the following statement:

The foregoing fictitious or trade name (has) (has not) been registered under Pennsylvania law.

Complete, as appropriate, the following statement:

The Partners constituting the Partnership are:

(Corporate Bidder)

(Name of Corporation)

By: _____
(Vice) President

ATTEST:

(Asst.) Secretary

(Corporate Seal)

Business Address: _____

OR (If appropriate)
_____ (Name of Corporation)

WITNESS

***By: _____
Authorized Representative

Business Address: _____

*** Complete, as appropriate, the following statement:

The Corporation has been organized and is existing under the
laws of the _____ of _____
(state/commonwealth) (state)

END OF FSC BID FORM 004121

DRAFT

AIA® Document A310™ – 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

SURETY:

(Name, legal status and principal place of business)

OWNER:

(Name, legal status and address)

West Whiteland Township (WWT)
Public Works Facility
121 Valley Creek Boulevard
Exton, PA 19341

BOND AMOUNT: \$ (10% of Contract Amount)

PROJECT:

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

New Construction of West Whiteland Township Public Works Facility

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)~~ **one hundred twenty (120)** 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)~~ **one hundred twenty (120)** 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

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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.

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Signed and sealed this day of ,

(Witness)

(Seal)

(Surety)

(Seal)

(Title)

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User Notes: (1417299564)

DRAFT AIA® Document A132® – 2019

Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the day of in the year
(In words, indicate day, month, and year.)

for the following PROJECT:
(Name and location or address)

New Construction of West Whiteland Township Public Works Facility

THE OWNER:
(Name, legal status, and address)

West Whiteland Township (WWT)
Public Works Facility
121 Valley Creek Boulevard
Exton, PA 19341

THE CONTRACTOR:
(Name, legal status, and address)

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A232™–2019, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

ADDITIONS AND DELETIONS:

The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

This document is intended to be used in conjunction with AIA Document A232™–2019, General Conditions of the Contract for Construction. Article 11 of A232™–2019 contains additional insurance provisions

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§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to false work and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's, Construction Manager's, and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

~~§ A.2.4 Optional Extended Property Insurance.~~

~~The Owner shall purchase and maintain the insurance selected and described below.~~

~~(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)~~

- ~~☐ § A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.~~
- ~~☐ § A.2.4.2 Ordinance or Law Insurance, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.~~
- ~~☐ § A.2.4.3 Expediting Cost Insurance, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.~~
- ~~☐ § A.2.4.4 Extra Expense Insurance, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.~~
- ~~☐ § A.2.4.5 Civil Authority Insurance, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.~~
- ~~☐ § A.2.4.6 Ingress/Egress Insurance, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.~~
- ~~☐ § A.2.4.7 Soft Costs Insurance, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.~~

~~§ A.2.5 Other Optional Insurance.~~

~~The Owner shall purchase and maintain the insurance selected below.~~

~~(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)~~

- ~~☐ § A.2.5.1 Cyber Security Insurance for loss to the Owner due to data security and privacy breach,~~

~~including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)~~

~~[] § A.2.5.2 Other Insurance~~

~~(List below any other insurance coverage to be provided by the Owner and any applicable limits.)~~

Coverage	Limits

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1, Section A.3.3.1 and Section 3.3.2. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, and the Construction Manager and the Construction Manager's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than (\$ 1,000,000) each occurrence, (\$ 2,000,000) general aggregate, and (\$ 2,000,000) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than (\$) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. Umbrella Liability shall be \$5,000,000.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than (\$) each accident, (\$) each employee, and (\$) policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

~~§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

Professional Liability Insurance – If the scope of services or work under this contract involves the performance of any design/engineering, delegated design or value engineering services, Contractor shall require the Subcontractor or Supplier Design Professional they retain to purchase professional liability insurance. The policy shall be written with limits of not less than \$1,000,000.00 for each claim covering any design responsibility of Contractor in the performance of their work under this agreement.

~~§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than (\$) per claim and (\$) in the aggregate.~~

~~§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ■ (\$ ■) per claim and ■ (\$ ■) in the aggregate.~~

~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than ■ (\$ ■) per claim and ■ (\$ ■) in the aggregate.~~

~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than ■ (\$ ■) per claim and ■ (\$ ■) in the aggregate.~~

~~§ A.3.3 Contractor's Other Insurance Coverage~~

~~§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:~~

~~(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)~~

§ A.3.3.2 The following parties shall be listed as additional insured on all policies: West Whiteland Township, Schrader Group Architects, Heim Construction Co., Inc., and all indemnified parties. A waiver of Subrogation in favor of the additional insureds shall be provided if permissible by law. ~~The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.~~

~~(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)~~

- ☐ § A.3.3.2.1 If there is only one Contractor performing the Work on the Project, property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

- ☐ § A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than ■ (\$ ■) per claim and ■ (\$ ■) in the aggregate, for Work within fifty (50) feet of railroad property.

- ☐ § A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than ■ (\$ ■) per claim and ■ (\$ ■) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

- ☐ § A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

- ☐ § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

- [] § A.3.3.2.6 Other Insurance
 (List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	Full Sum of Contract
Performance Bond	Full Sum of Contract

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

SECTION 011200 - MULTIPLE CONTRACT SUMMARY

ADDENDUM 4

PART 1 - GENERAL

1.1 SECTION INCLUDES

- A. Description of Contracts.
- B. General Coordination and distribution of work between prime contracts.
- C. Refer to other Sections and Drawings for further descriptions of work and coordination.

1.2 RELATED SECTIONS

- A. Section 011100 - SUMMARY OF WORK
- B. Section 013200 – CONSTRUCTION PROGRESS DOCUMENTATION
- C. Section 015100 - TEMPORARY UTILITIES AND FACILITIES

1.3 SAFETY - LEAD CONTRACTOR DESIGNATION

The ~~Construction Manager~~ **General Contractor** shall be designated as the “Lead Contractor **and Controlling Entity for Jobsite Safety**” with respect to jobsite safety. Responsibilities and authority of the Contractor shall be as follows:

- A. Where the work of one (1) Contractor places another contractor’s workers in jeopardy, the “Lead Contractor” shall direct and coordinate the effort of the Contractors to ensure that jobsite safety is maintained. The lead Contractor will be responsible to inspect and maintain safe working conditions on the jobsite.
- B. The lead contractor will maintain a “competent person” on site at all times designated to make safety inspections and to serve as the designated representative in charge of safety during inspection by OSHA employees.
- C. The lead Contractor may direct another Contractor to make corrections in the event of a safety violation. Failure of another Contractor to take prompt action (within 24 hours following written notice) to correct a safety violation shall empower the lead Contractor to make the necessary corrections and to receive full compensation for such corrections directly from the Owner. The Architect and engineer will verify and provide documentation of time and material expended to make corrections. The Owner in turn will recover the amount of the expense from the offending Contractor through deduct Change Order.
- D. The lead Contractor’s responsibilities and corresponding authority shall be as defined in the General Conditions of the Contract for Construction.
- E. The individual Prime Contractors will maintain primary responsibility for the safety of their workers. The “Lead Contractor” will serve to identify areas of concern

and will endeavor to accomplish required corrections through cooperation of other Prime Contractors. In the event this effort is unsuccessful, the "Lead Contractor" will take action as defined above.

- F. The Owner will support the decisions and action taken by the "Lead Contractor" to maintain jobsite safety. The Owner will promptly make payment to the "Lead Contractor" when corrective action has been taken on behalf of an offending Contractor, and the "Lead Contractor" has provided appropriate documentation.
- G. Lead Safety Contractor shall provide monthly (with Payment Application per payment terms) safety inspections and reports by an independent safety consultant. Periodic inspections and reports shall be performed at least once every three months.
- H. Each contractor shall provide a safety representative who is trained in first aid and CPR.

1.4 DESCRIPTION OF CONTRACTS

- A. The work of this project shall be performed under 6 Prime Contracts as defined in this Section.
- B. The following is a list of the Prime Contracts to be bid for this project:
- C.
 - Contract 1 General Construction
 - Contract 2 Civil Construction
 - Contract 3 Plumbing Construction
 - Contract 4 Mechanical Construction
 - Contract 5 Electrical Construction
 - Contract 6..... Fire Suppression Construction
- D. The General Conditions and Division 1 - General Requirements shall apply to all Prime Contracts and Subcontracts for this Project. Each Prime Contract Package Description is to include all Work in accordance with the Contract Documents, except Work covered by other Prime Contract Package Descriptions. Collectively, these Prime Construction Contracts include all materials, labor, supervision, transportation, tools, equipment and services for the Project as shown or implied on the drawings and specified herein, or as may be required or necessary for a complete and satisfactory job.
- E. If there is a conflict on a specific item with regards to assignment of work to a specific contractor between the Contract Documents and the Prime Contract Package Description as stated herein, the Prime Contract Package Description will govern; however, if an item is covered in the Contract Documents, but not reiterated in the Prime Contract Package Description, the Bidder will be responsible for that item of work.

If an item is covered in two or more contract package descriptions, each Contractor shall include the item at the time of bid. After Contract award, a credit will be solicited for work in question.

- F. Each Contractor shall supervise his Work, using his best skills and attention. He shall be solely responsible for construction means, methods, techniques, sequences, dimensions and procedures and/or coordinating all portions of their Work, with all Work to be performed under separate contracts and/or other Bid Packages. Refer to the General Conditions Article 6 on work by Separate Contractors or by owner.
- G. All items of work listed under the Prime Contract Package Descriptions shall be provided by the Prime Contractor unless specifically noted as furnished or installed only.
- H. All Prime Contractors shall maintain site conduct in accordance with the rules and procedures specified under the General Conditions.
- I. All Prime Contractors shall maintain, contribute to and coordinate the schedule as outlined in Specification Section 013200.
- J. Contract Documents include all Drawings, Specifications, Contract Descriptions, etc. for the work of NEW CONSTRUCTION PROJECT FOR WEST WHITELAND PUBLIC WORKS FACILITY. Each Prime Contractor shall review all Documents in their entirety.
- K. The Architect will secure and the Owner will pay for the Building Permit. All other fees and permits are the responsibility of the appropriate Prime Contractors.
- L. The Installing Prime Contractors will provide testing services all work as indicated in the technical specifications. The Owner will provide quality assurance testing as part of Section 014100, unless indicated otherwise.
- M. Each Prime Contractor shall be responsible to return all laydown, storage and work areas to their original condition except areas designated on the site utilization plan, which shall be the responsibility of the General Contractor. Confirmation of completion of this requirement shall be necessary prior to release of final payment.
- N. Definitions:

Coordinate: The term "coordinate" means "to cooperate with related trades to furnish and install all connections between the trades in correct sequence size and location to create a complete system ready for intended use."

Verify: The term "verify" means "to measure, investigate, review, test, check the accuracy or correctness of and prove by demonstration, evidence, or testimony the location, size, dimension and condition of an item."

Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation and

similar operations."

Install: The term "install" is used to describe operations at the project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, performing, coordinating with other trades, protecting, cleaning, and similar activities".

Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

O. The following items are to be included in each Prime Contractor's Scope of Work:

1. Coordinate all work with other Prime Contractors.
2. Submit shop drawings, samples, schedules, data, manuals, as-built drawings, etc., required by the Contract Documents. Update, on a weekly basis, a record set of drawings in the field office. A final set of drawings of this Contractors work shall be submitted to the Architect upon the completion of the work.
3. Observe and comply with at all times all Federal and State laws and regulations, and local bylaws, ordinances and regulations in any manner affecting the conduct of the work or applying to employees on the project, as well as all safety precautions and orders or decrees which have been promulgated or enacted, or which may be promulgated or enacted, by legal bodies or tribunals having authority or jurisdiction over the work, materials, equipment, employees, such observance and compliance shall be solely and without qualification the responsibility of this Trades Contractor without reliance on superintendence or direction by the Owner or their Representative. The duty of enforcement of all of said laws, ordinances, regulations, orders or decrees lies with the body of agency promulgating them, not with the Owner or their Representatives.
4. Perform all work in accordance with the project schedule and update as the project progresses.
5. Provide protection of new roofing system, equipment, structure, finishes and landscaping from damage resulting from the work of this contract. Repair any damage promptly to the satisfaction of the Owner.
6. The General Contractor shall provide all engineering and layout for his work. In addition, the General Contractor shall provide and maintain throughout the project all building corners and column centerlines. The General Contractor shall provide floor control lines for the floor consisting of at least two perpendicular control lines per area and finish floor elevations. The General Contractor will provide layout for all walls and partitions. The General Contractor shall provide general layout for site work utilities and all other lay-out for his work. Other Contractors shall coordinate with General Contractor. Each Trade Contractor shall be responsible for all other survey, engineering, layout, etc. required to execute their work. Each Trades Contractor, at his own expense is to provide all stakes, templates and labor required in laying out their work and is responsible for proper execution of the work to the lines and

- grades shown on the drawings or as indicated by the Architect/Engineer.
7. Provide all dewatering required to perform the work of their contract.
 8. Provide safety and protection of persons and property per OSHA, local and state requirements. Provide maintenance of all safety precautions throughout the work of this Contract. Provide protection at floor, wall, and roof penetrations not shown on the drawings, but required for work of this Contract. Provide all safety signage required by OSHA for the work of this Contract. Furnish Company Safety Plan, Hazard Communication Plan, MSDS information and other OSHA required documents to the "Lead Contractor" prior to the start of work.
 9. Promptly address the recommendations made by the "Lead Contractor" for jobsite safety.
 10. If the applicable Contract Documents, laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any work to specifically be tested, inspected, or approved by someone other than this Trades Contractor, the Contractor will give the Owner and their Representative timely notice of readiness. The Contractor will then furnish the Owner the required certificates of inspection, testing or approval.
 11. Inspection, tests, or approvals by the Owner or their Representative shall not relieve the Trades Contractors from their obligation to perform the work in accordance with the requirements of the Contract Documents.
 12. Provide all fees, Federal, State and Local taxes, special permits, inspections, etc. as required to perform the work of this Contract unless item is specifically identified as being provided by the Owner.
 13. All submittals, shop drawings and product samples must be received no later than ninety (90) days following the date of Notice to Proceed. Those submittals for critical schedule activities must be submitted and approved in time to make required deliveries. Contractors are responsible to make material deliveries to accomplish phase completions. All project submittals, RFI's, and daily field reports will be completed via Procore. Each Prime Contractor must manage their open/required submittals, RFI's, etc. to achieve dates as established in the approved project schedule.
 14. No guns, illegal drugs, tobacco products or alcoholic beverages will be allowed on this project.
 15. The Owner and their Representatives will at all times have access to the work. In addition, authorized representatives and agents of any participating State of Pennsylvania, or local authority having jurisdiction representative(s) shall be permitted to inspect all work, materials, and other relevant data and records. This Trades Contractor will provide proper facilities for such access and observation of the work and also for any inspection or testing thereof.
 16. Verify existing conditions prior to start of work and notify Architect/Engineer of any discrepancies.
 17. The General Contractor shall provide for all temporary enclosures of building openings as required to maintain the schedule of the project. Should any Contractor have materials pertinent to the enclosure of the building, that are delayed on the project, which in turn delays the work of other Contractors, or delays the enclosure of the building, that Contractor

- shall be required to provide and/or maintain the temporary enclosures, or materials required to enclose the missing portions of that Contractor's Work.
18. Each Contractor shall provide holes in structural steel as required for the installation of their work with the approval of the Architect and Engineer. The structural reinforcing must be in accordance with the requirements of Specification Section 051200.
 19. Each Contractor shall provide sealants in accordance with Specification Section 079200 in any and all conditions where materials installed by the Contractor abut dissimilar materials (vertical and horizontal joints). Each contractor is also responsible for sealing penetrations required for the scope of that trade.
 20. All Contractors are responsible to clean Contractor's construction vehicle wheels in order to keep mud off paved surfaces.
 21. Each Prime Contractor is responsible for general clean-up and trash removal resulting from the work or employees of that contract. The Construction Manager shall provide construction dumpster(s) as required for the purpose of trash removal for all Prime Contractors. Removal of demolition debris from site will be by the Contractor performing the demolition. Hazardous materials shall not be placed in the dumpster, but should be removed from site by Prime Contractor responsible for material. Those Contractors on site shall provide labor to assist in this cleanup.
 22. All Contractors are responsible to provide dust, toxic fume and noise control for their own work. Noise and vibration or any other construction related activities which create excessive disturbances must be coordinated with the OwnerC in advance of scheduling these activities.
 23. Cutting and Patching:
 - a. Exposed finished materials, structural elements, watertight assemblies, HVAC and electrical equipment and systems.
 - i. Newly Installed Materials: A Contractor, requiring the cutting of openings in new work shall have such openings cut and patched by the trade which installed the work and such cutting and patching shall be at the expense of the Contractor, requiring the opening, unless specified otherwise.
 - ii. Approval to do such cutting and patching shall be received from the architect prior to proceeding with the work and shall include installation of such reinforcement of the work as the Architect may Direct.
 - b. Other locations: Cutting and sealing of penetrations in other locations including fire-stopping shall be by the Contractor requiring the cutting of such openings.
 - c. All blocking, bracing, reinforcement or structural enhancement required due to cutting and patching shall be provided at no additional cost to the owner. All patching work shall match adjacent existing work unless otherwise noted.
 24. Provide Steel and Aluminum product certifications as required under the Steel Products Procurement and Trade Practice Acts otherwise known collectively as the "Buy American" requirements of all Public Works

- Construction Contracts funded in part by the State of Pennsylvania.
25. Building Coordination Drawings: Coordination drawings among the HVAC, Electrical, Plumbing, Fire Suppression & General Contractors are required with the lead role in the coordination drawing process assigned to the Mechanical Contractor. The Mechanical Contractor shall prepare ¼" scale reproducible drawings with new ductwork & piping layout for review by the other Trade Contractors. The other Trade Contractors shall then prepare and provide reproducible additions/modifications representing their work to the Mechanical Contractor, who will then prepare final layout and coordination drawings illustrating work by all Trades on one set of coordination drawings for the project as a part of his Contract price. The Mechanical Contractor shall conduct coordination meetings with all Trade Contractors to discuss and resolve interference problems. Once each Trade Contractor has initialed with approval the coordination drawings, the Mechanical Contractor shall submit the coordination drawings to the Architect and Engineer for review. The other Trade Contractors should finalize their shop drawings in accordance with the coordination drawings and submit to the Architect and Engineer. Schedule: The Mechanical Contractor shall prepare and distribute ductwork, diffuser and piping drawings within 15 days after start of construction. The other Trade Contractors shall then prepare and distribute to the General Contractor their CADD input within 15 days. Final coordination drawings to be completed and distributed by the Mechanical Contractor within 30 days after start of construction. Investigate existing hidden structural conditions and MEP system locations above ceilings as part of coordination. Verify through field observations that proposed coordination drawings can be implemented as planned without the need to have another prime contractor modify existing conditions.
26. Site Coordination Drawings: Coordination drawings among the Civil Contractor and the General Trades, HVAC, Plumbing, Fire Suppression and Electrical Contractors are required with the lead role assigned to the Civil Contractor. The Civil Contractor shall prepare 1" = 20' scale reproducible drawings with the underground piping layout, with elevations, for review by other Trade Contractors. Drawings shall indicate both horizontal and vertical locations. The other Trade Contractors shall then prepare and provide reproducible additions/modifications representing their work to the Civil Contractor, who will then prepare final layout and coordination drawings illustrating work by all Trades on one set of coordination drawings for the project as a part of his Contract Price. The Civil Contractor shall conduct coordination meetings with all Trade Contractors to discuss and resolve interference problems. Once each Trade Contractor has initialed with approval the coordination drawings, the Civil Contractor shall submit the coordination drawings to the Architect and Engineer for review. The other Trade Contractors should finalize their shop drawings in accordance with the coordination drawings, and submit to the Architect and Engineer. Note: Prime Contractors shall coordinate with Construction Manager to incorporate Owner installed facilities including telecommunications and security.

Schedule: The General Contractor shall prepare and distribute underground piping drawings within 25 days after start of construction. The other Trade Contractors shall then prepare and distribute to the Civil Contractor their input within 15 days. Final coordination drawings to be completed and distributed by the Civil Contractor within 55 days after start of construction.

27. Each contractor shall provide temporary railings and protection at all floor openings, stairs, elevated floor perimeters, roof openings, roof perimeters, etc., as required by OSHA for protection of their work. Protection for excavations shall become the sole responsibility of the Trade Contractor conducting the excavation.
28. Each prime contractor shall provide water-tight thru-wall sleeves to ensure proper seal at penetrations through foundation wall systems associated with their work.
29. Each prime contractor is responsible to ensure that all necessary inspection requirements have been performed and completed by authorities having jurisdiction in order to achieve Substantial Completion.
30. Each week Prime Contractors are to provide to the Owner's Designated Project representative a Daily Log that states the number of employees on site each day, work performed each day completed and distributed electronically in submittal exchange; subcontractors, number of employees and work performed each day; any issues; any resolutions to issues; including any temperature and weather conditions.
31. NO Asbestos-containing materials shall be used in this project. Each prime contractor shall submit a certified letter to the Owner at the end of the project indicating no asbestos-containing building materials were used in the construction of the project.
32. All other duties and requirements identified in the Contract Documents.

PART 2 - SEPARATE CONTRACT DESCRIPTIONS

2.1 CONTRACT No. 1 - GENERAL CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording "General Contractor" shall mean the same as the "General Construction Contractor".
- B. Furnish and install all general construction scope, including all general requirements of the specifications including:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
All Sections

DIVISION 01 - GENERAL REQUIREMENTS
All Sections

DIVISION 02 – SITE WORK

- **Excavation and backfill for all buildings.**

DIVISION 03 – CONCRETE

- 031000 – Concrete Forming and Accessories
- 032000 – Concrete Reinforcing
- 033000 – Cast-In-Place Concrete
- 033050 – Cast-In-Place Slabs

DIVISION 04 – MASONRY

- 042200 – Unit Masonry

DIVISION 05 – METALS

- 051200 – Structural Steel
- 055000 – Metal Fabrications
- 055213 – Pipe and Tube Railings

DIVISION 06– WOOD, PLASTICS, COMPOSITES

- 061000 – Rough Carpentry
- 061053 – Miscellaneous Rough Carpentry
- 061760 – Metal-Plate Connected Wood Trusses
- 066000 – PVC Wall Panels
- 066510 – Solid Surface Fabrications

DIVISION 07 - THERMAL AND MOISTURE PROTECTION

- 071113 - Bituminous Dampproofing
- 072100 - Thermal Insulation
- 072500 - Moisture Barriers
- 075433 - Thermoplastic Polyolefin (TPO) Roofing
- 076200 - Sheet Metal Flashing and Trim
- 077100 - Roof Specialties
- 079200 - Joint Sealants

DIVISION 08 – OPENINGS

- 081113 - Hollow Metal Doors and Frames
- 081613 - FRP Flush Doors
- 083113 - Access Doors and Frames
- 083310 - Overhead Coiling Doors
- 083613 - Sectional Overhead Doors
- 084113 - Aluminum-Framed Storefronts
- 084523 - Translucent Fiberglass Panel Unit Wall System
- 085200 - Aluminum Windows
- 087100 - Door Hardware
- 088000 – Glazing

DIVISION 09 – FINISHES

- 092900 – Gypsum Board
- 095113 – Acoustical Panel Ceilings
- 096513 – Resilient Base and Accessories
- 096813 – Tile Carpeting
- 099113 – Exterior Painting
- 099123 – Interior Painting
- ~~099733 – Concrete Floor Sealer~~

DIVISION 10 – SPECIALTIES

- 101100 – Visual Display Units
- 101400 – Interior Signage
- 101419 – Dimensional Letter Signage
- 102800 – Toilet and Bath Accessories
- 104413 – Fire Protection Cabinets
- 104416 – Fire Extinguishers
- 105000 – Metal Lockers

~~DIVISION 11 – Equipment~~

- ~~113100 – Residential Appliances~~

DIVISION 12 – Furnishings

- 123216 – Manufactured Plastic-Laminate-Faced Casework

DIVISION 13 – Special Construction

- 133419 – Metal Building Systems

C. Provide Flagpole, flag, and base indicated on Civil drawings.

D. Coordination with all parties: electrical construction, fire-suppression, plumbing construction, HVAC construction, and civil construction.

DIVISION 31 – EARTHWORK

All Sections

DIVISION 32 – EXTERIOR IMPROVEMENTS

All Sections

DIVISION 33 – UTILITIES

All Sections

DIVISIONS 20-34

All Sections (Coordinate and/or provide where applicable)

E. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.

3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
 4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.
 5. Heim Construction will utilize Procore's Management System for the following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.
 6. Provide all winter construction costs necessary to perform your scope of work.
 7. Layout is the responsibility of each contract and is included within this scope of work.
- F. Narrative Description of Contract No. 1 - GENERAL CONSTRUCTION. The work of this Contract includes, but shall not be limited to the following items:
1. Provide all fees, Federal, State and Local taxes and inspections, as required to perform the work of this contract. This does not include the building permit, which will be provided by the Owner.
 2. Provide temporary railings and protection at all floor openings, stairs, elevated floor perimeters, roof openings, roof perimeters, etc., as required by OSHA. Protection for excavations shall become the sole responsibility of the Trade Contractor conducting the excavation.
 3. Provide temporary toilet facilities as per Specification Section 015100.
 4. General Trades Contractor shall be responsible to remove snow from roof surfaces and roof deck in order to facilitate installation of roofing system.
 5. Perform all final cleaning for the project except cleaning work specified to be by another trade.
 6. Provide construction identification sign per Specification Section 015100, and as indicated in the drawings.
 7. Provide all quality control testing as required by the Contract Documents for the work of this Contractor, exclude testing specifically indicated to be provided by the Owner.
 8. General contractor shall provide downspouts, boots and all underground piping related to downspouts. Civil contractor to provide site storm water work as indicated on all drawings including all inlets, headwalls, endwalls, rip-rap and geotextile fabrics required. Plumbing Contractor shall provide all storm water piping within the building to 5' outside the building. Final connection to building pipe shall be by the Plumbing Contractor.
 9. Provide all building related concrete work including footings, foundation walls, slabs on grade, formed slabs, pads, walls, stairs and miscellaneous concrete. Provide all formwork, reinforcing, expansion control, fine grading, stone base, vapor barrier, rigid insulation, finishing, curing, accessories, etc. necessary for this work.
 10. Make provisions for and/or install all items embedded in concrete supplied by other Prime Contractors.
 11. Provide all housekeeping and equipment pads shown on Architectural, and Structural drawings. Confirm and coordinate sizes prior to installation. All housekeeping and equipment pads required but not shown and dimensions on architectural, and structural drawings shall be by the

- contractor requiring the same.
12. Provide all masonry construction including CMU, mortar, grout, flashings, cavity wall insulation, reinforcing and accessories.
 13. Provide concrete floor slab, concrete for stairs and landings. Slope concrete floor slab to floor and trench drain locations.
 14. Provide all masonry including all accessories.
 15. Provide all masonry anchors and structural anchor straps including field welding to structural steel if required.
 16. Provide temporary enclosures, winter protection and heat as required to install work of this contract in conformance with the project schedule.
 17. Provide dowels, embeds, concrete lintels etc. Install anchor bolts, embeds, loose steel lintels, etc., as furnished under other Prime Contracts, and installed in masonry.
 18. Provide grouting of structural members into masonry.
 19. Provide grouting of hollow metal frames in masonry.
 20. Install any access panels in masonry furnished by other Prime Contractors. Coordinate location and openings with Prime Contractors.
 21. Provide all structural steel, metal bar joist, metal deck and miscellaneous metals indicated on the architectural, civil or structural drawings as part of manufactured metal building construction.
 22. The General Trades Contractor is to provide all reinforcing steel. The General Trades Contractor is to provide all shop drawings and submittals associated with the reinforcing steel. The General Trades Contractor shall provide and maintain safety caps on all rebar dowels.
 23. With respect to OSHA requirements for steel erection, the General Contractor shall be the "controlling contractor" responsible to provide written notification for work of their contract, to the steel erector. Please reference OSHA regulations sections 1926.750 thru 1926.752, etc.
 24. Provide openings and framing in all roof decks for other trades with any dimension larger than 12". Contractor requiring opening shall provide layout to General Contractor for openings. Openings with both dimensions smaller than 12" shall be provided by the contractor requiring the opening.
 25. Provide all loose metal lintels as noted and for openings shown on Architectural or Structural drawings and/or as may be required to install the work of this trade. All loose lintels required, but not clearly shown, scheduled or dimensioned on either Architectural or Structural Drawings shall be furnished by the trade requiring the opening. GC to install loose steel lintels furnished by other trades. The prime contractor requiring the opening shall provide lay out for lintel installations to General Contractor in a timely manner.
 26. Provide all miscellaneous metal, metal railings, and cold formed metal fabrications.
 27. Provide all expansion joints and covers not specifically noted to be provided by other prime contracts.
 28. Provide all light gage metal framing.
 29. Provide all rough carpentry including, but not limited to, interior wood blocking - shown or required, wood blocking at windows and roof blocking.

30. Provide all finish carpentry including, but not limited to, custom millwork, and casework.
31. Provide all under slab and foundation insulation per Section 072100.
32. Provide all roofing systems including roofing membrane, metal panels, roof insulation, metal flashing, roof edge, coping, gravel stop, fascia, soffit, gutters, downspouts, scuppers, and roof accessories as part of manufactured metal building construction.
33. Install roof drains furnished by the Plumbing Contractor. Final connection to piping shall be by the Plumbing Contractor.
34. Mechanical Contractor shall furnish curbs as required for all roof-mounted equipment to General Contractor for installation. Wood blocking at roof openings to be provided by the General Contractor. Coordinate blocking locations and requirements with Mechanical Contractor.
35. Provide all joint sealants not specifically assigned to another Prime Contractor.
36. Provide all hollow metal frames and doors.
37. Provide all access doors as shown on Architectural drawings. All other access panels required, but not shown shall be furnished by the contractor requiring the same and installed by the GC.
38. Provide finish hardware for all doors provided as part of this contract.
39. Provide all drywall, metal studs, insulation, and acoustical ceilings and acoustic treatments.
40. Provide all floor base, wall and ceiling finishes including VCT, ceramic tile, and painting.
41. Should floor moisture emissions exceed manufacturers recommended levels for standard adhesive, Contractor shall provide, at no additional cost, appropriate special adhesives or sealers that will allow floors to be installed without adversely affecting the project schedule in accordance with the manufacturer's recommendations.
42. Provide floor and/or wall preparation prior to installation of the materials of this contract, to include normal flash patching, final scraping and sweeping.
43. Clean and polish floors upon completion of installation.
44. Provide for protection of all finished installations under this contractor until acceptance by the owner.
45. Provide painting of exposed HVAC, plumbing, fire protection and electrical systems and equipment in finished spaces (except factory-finished equipment).
46. Provide all Specialties indicated in Division 10 – Specialties.
47. Provide all equipment in Division 11 - Equipment.
48. Provide all furnishings in Division 12 – Furnishings.
49. Provide all conveying systems in Division 14- Conveying Systems.
50. Plumbing Contractor to provide all sinks, fixtures, traps, etc. in Plastic Laminate Faced Casework. Plumbing Contractor to provide all installation and final connections of sinks, faucets, and fittings. Coordinate this work with the Plumbing Contractor, as provided in the contract documents.
51. Electrical Contractor shall provide devices, wiring within casework and final connections for Casework as provided for in the Contract Documents.

52. Review temporary utilities specification for General Contractor's included work.
53. All other duties and requirements identified in the Contract Documents.

2.2 CONTRACT No. 2 - CIVIL CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording "Civil Contractor" shall mean the same as the "Civil Construction Contractor".
- B. Furnish and install all civil scope, including all general requirements of the specifications including:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
All Sections

DIVISION 01 - GENERAL REQUIREMENTS
All Sections

DIVISION 02 – SITE WORK
All items noted on Civil Drawings

Civil plan scope: including but not limited to:

- Clearing and Grubbing
- E&S control
- Temporary controls
- Rock construction entrance maintenance
- Rough grading
- ~~Excavation and backfill for all buildings~~
- Unit pricing for import/export of suitable soil
- Underground utilities
- Coordination with Williams (transcontinental gas line company)
 - Rough-in and installation as reviewed and approved by Williams
- Stone grading for exterior housekeeping pads, curbs, sidewalk, and paving
- Paving
- Site signage
- Pavement markings
- Landscaping
- Finish Grading

DIVISION 31 – EARTHWORK

- 312316 Trenching
- All underground conduit and wiring will be furnished and installed by the electrical contractor. Excavation and backfill for the electrical contractor will be addressed by the ~~Civil~~ **Electrical** Contractor.
- All underground utilities: plumbing, sanitary, water, etc., will be furnished and installed by the civil contractor. All fire-suppression and plumbing rough-in will be furnished and installed from 5' outside of all building and into the buildings by the fire-suppression and plumbing contractors. All utilities from 5' outside of all buildings will be furnished, installed, excavated and backfilled by the ~~civil~~ **electrical** contractor.

DIVISION 33 – UTILITIES

- 337119 Underground Ducts
- All underground conduit and wiring will be furnished and installed by the electrical contractor. Excavation and backfill for the electrical contractor will be addressed by the Civil Contractor.

Coordination with all parties: general construction, electrical construction, fire suppression, plumbing construction, and HVAC construction

C. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.
3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.
5. Heim Construction will utilize Procore's Management System for the following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.
6. Provide all winter construction costs necessary to perform your scope of work.
7. Layout is the responsibility of each contract and is included within this scope of work.

D. Narrative Description of Contract No. 2 - CIVIL CONSTRUCTION. The work of this Contract includes, but shall not be limited to the following items:

1. Provide all engineering and layout required to perform the work of this contract. Utilize a professional licensed surveyor to lay out all building corners, to provide a proper benchmark elevation (or elevations) for new building location and to establish finished slab on grade elevations from those benchmarks. Benchmark(s) will be protected until after all slab on grade work, sidewalks and concrete curb work is completed.
2. Provide incidental erosion and sedimentation control as required for the work of this Trade Contractor's work. The General Trades Contractor will be

responsible for installing and maintaining the erosion and sedimentation control. The General Trades Contractor is responsible to maintain the erosion and sedimentation control measures. The General Trades Contractor is responsible to schedule his work to satisfy D.E.P./County Conservation District and will be responsible for any violations, fine, etc., issued by D.E.P./County Conservation District or other agencies as a result of the work not being installed, completed or maintained.

3. The NPDES permit is to be obtained and paid for by the Owner and transferred, at no cost, to the Contractors. The Civil Contractor and the HVAC Contractor will be named co-permittee holders.
4. Provide general snow removal through-out the project in order to facilitate construction. General Trades Contractor shall be responsible to remove snow from roof surfaces and roof deck in order to facilitate installation of roofing system. Remove snow as required for Site Construction.
5. The Owner has provided temporary construction access drive, parking and staging areas. Civil Contractor to provide and maintain stoned areas for field offices, laydown areas and temporary construction or access roads and restore to final design condition at completion of the project.
6. Provide all sitework including site demolition, clearing, grubbing, stripping, earthwork, excavation and backfill, site water, fire, sanitary & storm, site concrete, paving, landscaping, seeding, mulch and various site improvements and furnishings.
7. Maintain, and remove construction entrances.
8. Provide for sweeping and cleaning all parking lots and roadways during the entire project. Provide for removal off site of all waste or excess materials generated by this work.
9. Provide site storm water work as indicated on all drawings including all inlets, headwalls, endwalls, rip-rap and geotextile fabrics required. ~~Plumbing Contractor shall provide all storm water piping within the building to 5' outside the building. Final connection to building pipe shall be by the Plumbing Contractor.~~ **General Contractor shall connect downspouts to site storm water system.**
10. Provide site sanitary sewer and manholes as indicated on all drawings to a termination within 5' of the building line including sanitary force mains and gravity lines. Final connection to building pipe shall be by the Plumbing Contractor.
11. Provide complete storm water detention system.
12. Provide all general and select demolition except that specifically indicated to be provided by other contractors.
13. The NPDES permit is to be obtained and paid for by the Owner and transferred, at no cost, to the General Contractor. The General Trades Contractor will be responsible to maintain the erosion and sedimentation control. Schedule this work to satisfy D.E.P./County Conservation District. The General Trades Contractor shall be responsible for any violations, fines, etc., issued by D.E.P./County Conservation District or other agencies as a result of the work not being installed, completed or maintained.
14. Verify all underground utilities prior to excavation. Furnish Architect and Engineer with confirmation. The utility lines shown on the drawings were located by field surveys or from utility companies' maps. These lines are not

guaranteed or represented as being accurate by the Owner or their representative, or to be in the position indicated on the drawings. There is no guarantee or representation that all existing lines and facilities are shown on the Drawings. The contractor shall take whatever measures necessary to provide bracing and shoring to protect all existing utilities from damage. No additional payment will be made for protecting utilities, or for providing bracing and shoring. This work will be considered incidental to the work being performed. If the contractor damages existing utilities, he shall immediately notify the Architect and Engineer, the Owner and said utility company and take such measures as are necessary to insure the safety of the workmen, the public, and the project area. He shall arrange to repair immediately all such damages to restore service and the expense incurred will be the responsibility of the contractor.

15. It shall be the contractor's responsibility to comply with all applicable requirements of Act 287, or as amended, in order to contact all utilities within the project site and to have facilities field located and referenced prior to excavation.
16. Provide all site related concrete. Provide all formwork, reinforcing, expansion control, fine grading, stone base, vapor barrier, rigid insulation, finishing, curing, accessories, etc. necessary for this work.
17. Provide bituminous paving, line striping, handicap markings, concrete bumper blocks, road and parking accessories and signs, lawn and grasses as shown or specified.
18. Provide all temporary signage and traffic control measures required by the work of this Contract.
19. Provide all site fences and gates. Provide temporary protection of trees and shrubs. Provide restoration of disturbed lawn areas at the completion of the project. Provide all landscaping, including trees, shrubs, ground covers, plantings, seed, sod, mulch and edging.
20. Provide all excavation cuts and fills, including imports and exports of spoils as necessary to achieve final grades for all areas. General Contractor to accept spoils created as a result of other trades' excavation. The other trades will stockpile excess spoils at a central location on site as determined by the Construction Manager. The General Contractor shall dispose of these spoils on or off site as site conditions dictate and/or permit.
21. Provide all rock excavation as required for the work of this contract. Contractor assumes all risk associated with potential for rock during excavation. Rock will not be considered an unforeseen condition.
22. Provide site water and fire service lines, water meter pit, tap-in, new fire hydrants and fire hydrant relocations with accessories as required. Provide water line to a termination within 5' of the building line. Final connection to building pipe shall be by the Plumbing Contractor.
23. All site electrical work including site lighting is by Electrical Contractor.
24. The General Trades Contractor shall remove all excess materials resulting from the excavations for his work to an offsite location.
25. Provide all site concrete curbs, paving, sidewalks, ramps, steps, stoops and frost walls including reinforcing steel.
26. Clean binder paving and provide tack coat on temporary lots as required for construction phasing. Schedule for placement of binder and topcoat is to be

determined by Owner's designated project representative. Provide temporary line painting of parking lots to be used during construction by the Owner or public prior to top coat finish paving.

2.3 CONTRACT No. 3 – PLUMBING CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes
- B. Furnish and install all plumbing scope, including all general requirements of the specifications including:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS

All Sections

DIVISION 01 - GENERAL REQUIREMENTS

All Sections

DIVISION 02 THROUGH DIVISION 14

All Sections (Coordinate as applicable)

DIVISIONS 21 and 23

All Sections (Coordinate)

DIVISION 22 – PLUMBING

- 220100 – General Provisions
- 220502 – Excavation, Backfill & Compaction for Utility Trenches
 - Plumbing scope accounts for all interior scope from inside all buildings to 5' outside of all building footprints. Civil contractor will be responsible for all excavation and piping 5' and beyond the exterior foot print of the exterior of the buildings.
- 220516 – Expansion Fittings and Loops for Plumbing Piping
- 220519 – Meters and Gages for Plumbing Piping
- 220548 – Vibration Isolation & Seismic Mountings
- 220553 – Identification for Plumbing Piping and Equipment
- 220719 – Plumbing Piping Insulation
- 221005 – Plumbing Piping
- 221006 – Plumbing Piping Specialties
- 221500 – Compressed Air Systems
- 223000 – Plumbing Equipment
- 223300 – Electric Water Heaters

▪ 224000 – Plumbing Fixtures

DIVISIONS 26-34
All Sections (Coordinate)

C. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.
3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.
5. Heim Construction will utilize Procore's Management System for the following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.
6. Provide all winter construction costs necessary to perform your scope of work.
7. Layout is the responsibility of each contract and is included within this scope of work.

D. Narrative description of CONTRACT No. 3 – PLUMBING CONSTRUCTION: The work of this contract includes, but shall not be limited to the following items:

1. Participate in the coordination drawing process as defined in this specification section.
2. Provide Operation and Maintenance manuals and instructions to Owner as specified.
3. See Architectural & Civil drawings for additional plumbing related notes.
4. Provide layout for the General Contractor indicating all openings in the new floor, roof decks, and exterior walls that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Plumbing Contractor, who shall also provide support steel at these openings as required. All other framing, lintels, miscellaneous supports, etc., required but not specifically shown on the Architectural or Structural drawings shall be by this Contractor.
5. Verify existing services prior to start of work in existing facility and notify the Architect and Engineer of any discrepancies.
6. General Contractor to provide all structural steel, miscellaneous metal, including loose lintels, required for the existing building and new building additions as shown or specified on the architectural or structural Drawings. If not indicated on Architectural or Structural Drawings, the Plumbing Contractor will furnish to the General Contractor for installation.
7. Provide all plumbing work including sanitary sewer and vent piping, waste system, domestic water piping and equipment, ~~gas~~ piping, pipe insulation, ~~roof~~ and floor drains, plumbing fixtures, trim, accessories, supports unless

- shown or specified by others, anchorage, etc., as shown and/or specified.
8. Provide a complete ~~storm water~~, sanitary system and ~~gas system~~ as shown on Plumbing & Civil Drawings, to 5' outside of building. Provide final tie-in (of ~~storm~~ sewer and sanitary). Coordinate with General Contractor.
 9. Provide a complete domestic water and sanitary system as shown on Plumbing & Civil Drawings to 5' outside of building. Provide final tie-in (of domestic water and sanitary system). Coordinate work with General Contractor.
 10. Plumbing Contractor to provide oil interceptor and associated piping.
 - ~~11. Plumbing Contractor is responsible for all gas piping for the entire project.~~
 12. Provide color-coding and identification of valves and lines as indicated.
 13. Provide cleaning, disinfecting and testing of lines and equipment, and final inspection.
 14. Provide wall sleeves, flashing, pipe hangers, supports, blocking, etc. as required for installation of fixtures and equipment.
 15. Provide insulation required for the scope of this Contract.
 16. Provide all excavation, bedding and backfill, etc. as necessary to install the work of this Contract within footprint of structures and extend to 5'-0" outside footprint of those structures.
 17. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract.
 18. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractor.
 19. Provide concrete at all services crossing under or near foundations that require excavated area to be filled with concrete.
 20. Coordinate with the General Contractor installation of piping installed inside masonry units, include providing any temporary supports that are necessary.
 21. Furnish any access panels, which are required for access to the work by this Contract. Coordinate opening requirements with the General Contractor for installation by GC.
 22. Provide final plumbing connection of Owner Furnished Equipment, as shown and/or specified.
 23. Provide final cleaning of all fixtures.
 24. Plumbing Contractor to provide all sinks, fixtures, traps, etc. in Plastic Laminate Faced Casework. Plumbing Contractor to provide all installation and final connections of sinks, faucets, and fittings. Coordinate this work with the General Contractor, as provided in the contract documents.
 - ~~25. Furnish roof drains, turn over to the General Contractor for installation. Final connection to the roof drain is to be by the Plumbing Contractor.~~
 26. Electrical starters for Plumbing Equipment shall be furnished under the Plumbing Contract and installed and final connected by Electrical Contractor.
 27. Provide temporary water service for construction purposes.
 28. Work must be complete and tested to meet the requirements of PA L&I and local code inspections.
 29. All other duties and requirements identified in the Contract Documents.

- 30. Provide compressed air system.**
- 31. Provide oil distribution system.**

2.4 CONTRACT No. 4 – HVAC CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording “HVAC Contractor” or “Heating Contractor” shall mean the same as the “Mechanical Contractor”.
- B. Coordination with all parties: General construction, Electrical construction, Plumbing construction, Fire Suppression construction and Civil construction.

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
All Sections

DIVISION 01 - GENERAL REQUIREMENTS
All Sections

DIVISION 02 THROUGH DIVISION 14
All Sections (Coordinate as applicable)

DIVISIONS 23 – HEATING, VENTILATING & AIR CONDITIONING (HVAC)

- 230501 – HVAC General Requirements
- 230510 – Common Motor Requirements for HVAC Equipment
- 230549 - Vibration Isolation
- 230593 – Testing, Adjusting and Balancing for HVAC
- 230714 – HVAC Duct Insulation
- 230923 – Direct Digital Control (DDC) System
- 230993 – HVAC Control Sequence
- 232300 – Refrigerant Piping
- 233100 – HVAC Ducts and Casings
- 233300 – Air Duct Accessories
- 233416 – HVAC Fans
- 233700 – Air Outlets and Inlets
- 233750 – Wall Louvers
- 238101 – Terminal Heat Transfer Units
- 238129 – Variable Refrigerant Flow HVAC Systems

DIVISION 21,22, 26-34
All Sections (Coordinate)

- C. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.
3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.
5. Heim Construction will utilize Procore's Management System for the following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.
6. Provide all winter construction costs necessary to perform your scope of work.
7. Layout is the responsibility of each contract and is included within this scope of work.

D. Narrative Description of Contract No. 4 - HVAC Construction: The work of this Contract includes, but shall not be limited to the following items:

1. HVAC Contractor shall be the Lead in the coordination drawing process as defined in this specification section.
2. Provide Operation and Maintenance instruction manuals and specified training to the Owner.
3. The NPDES permit is to be obtained and paid for by the Owner and transferred, at no cost, to the Contractors. The General Trades Contractor and the HVAC Contractor will be named co-permittee holders.
4. Provide layout for the General Contractor indicating all openings in the new floor, roof decks and exterior walls that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Mechanical Contractor, who shall also provide support steel at these openings as required. All other framing, lintels, miscellaneous supports, etc., required but not specifically shown on the Architectural or Structural drawings shall be by this Contractor.
5. Provide protection of structure, finishes and landscaping from damage resulting from the work of this Contract. Repair any damage promptly to the satisfaction of the Owner.
6. The General Contractor is to provide all miscellaneous metal, including loose lintels, required for openings as shown or specified on the Architectural or Structural Drawings. The trade requiring a lintel, which is not clearly indicated on either the Architectural or Structural drawings, will provide those lintels required to install his work.
7. Provide painting for "touch up" required to restore "factory finished" equipment and material to its original condition.
8. Provide all Heating, Ventilation, Air Conditioning (HVAC) work as shown or specified including but not limited to vibration isolation, HVAC equipment, ductwork, duct insulation, pipe, piping systems, pipe insulation, air distribution outlets and inlets; instrumentation; test and balance of systems; valving and coil connections; air handlers; fan coil

- units; fire and smoke dampers; inspections; identification; roof ventilators; curbs; fans; unit and cabinet heaters; terminal equipment; pumps; hangers; blocking; support pipe anchors; supports unless designated specifically by the General Contractor, wall sleeves and flashing, etc. as shown and/or specified.
9. HVAC Contractor to provide pumps (including power wiring/conduits to pumps) at locations where condensate lines cannot be gravity drained. The Mechanical Contractor is to provide the condensate drain lines.
 10. Install ductwork in accordance with the latest recommendations of ASHRAE and SMACNA for low and medium pressure ductwork.
 11. Provide testing and cleaning of distribution systems and equipment and final inspection for each project phase.
 12. Coordinate connections of equipment, dampers etc. as required to the fire alarm system with the Electrical Contractor.
 13. Provide identification of equipment, valves, piping and ductwork as required.
 14. Provide all excavation, bedding, backfill, etc., as necessary to install the work of this Contract.
 15. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract, but not shown or dimensioned on Architectural, Civil, and Structural Drawings. General Contractor is to provide all housekeeping and equipment pads shown and dimensioned on Architectural, Civil, and Structural drawings.
 16. Furnish any embeds required to be cast in concrete or masonry to the appropriate Prime Contractor.
 17. Provide for miscellaneous structural framing and decking as required as result of this Contract, but not clearly shown on Architectural or Structural Drawings.
 18. HVAC Contractor shall furnish curbs as required for all roof-mounted equipment to General Contractor. Wood blocking at roof openings to be by General Contractor. Coordinate blocking locations and requirements with General Contractor.
 19. Provide all insulation required for the scope of this Contract.
 20. Furnish any access panels, which are required for, access to the work by this Contract for installation by the GC.
 21. Furnish and install all exterior louvers and vents.
 22. Provide final HVAC connections of Owner Furnished Equipment, as shown or specified. Provide relocation of existing equipment as shown or specified.
 23. Provide final HVAC connection of Casework and equipment.
 24. Coordinate tie-in of ventilation control system to fire alarm system with Electrical Contractor.
 25. Motor starters VFD's for HVAC equipment shall be furnished by the HVAC Contractor for installation and final connection by the Electrical Contractor. Disconnects ~~furnish and~~ installed by Electrical Contractor.
 26. Install duct smoke detectors furnished by the Electrical Contractor.
 27. See section 015000 – Temporary Facilities and Utilities section for temporary heating, air conditioning and humidity requirements.

28. HVAC Contractor shall provide temporary air conditioning or dehumidification for installation of materials requiring conditioned spaces if permanent system is not operational at the time air conditioning or dehumidification is required for installation of millwork, wood flooring, casework, countertops, ceiling tile, etc.
29. Systems must be complete, operational and tested to meet the requirements of PA L&I and Local codes.
30. Provide identification of valves and lines as indicated.
31. ~~Provide wall sleeves, flashing, pipe hangers, supports, blocking, etc. as required for installation of sprinkler system fixtures and equipment.~~
32. All other duties and requirements identified in the Contract Documents.

2.5 CONTRACT NO. 5 - ELECTRICAL CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes.
- B. Electrical scope will account for electrical terminations and power requirements for: Division 21 Fire Suppression, Division 21 Plumbing, Division 23 HVAC. Furnish and install all electrical scope, including all general requirements of the specifications including:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
All Sections

DIVISION 01 - GENERAL REQUIREMENTS
All Sections

DIVISION 02 THROUGH DIVISION 14
All Sections (Coordinate)

DIVISIONS 21-23
All Sections (Coordinate and install where applicable)

DIVISION 26 ELECTRICAL

- 260100 General Requirements
- 260513 Medium Voltage Cable
- 260519 Low Voltage Electrical Power Conductors and Cable
- 260526 Grounding and Bonding for Electrical Systems
- 260529 Hangers and Supports for Electrical Systems
- 260534 Conduit
- 260537 Boxes

- 260533 Identification for Electrical Systems
- 260573 Power System Studies
- 260914 Electrical Power Monitoring
- 260923 Lighting Control Devices
- 262100 Low Voltage Electrical Service Entrance
- 262200 Low Voltage Transformers
- 262413 Switchboards
- 262416 Panelboards
- 262717 Equipment Wiring
- 262726 Wiring Devices
- 262813 Fuses
- 262818 Enclosed Switches
- 263213 Engine Generator (Alternate)
- 263213 Engine Generator
- 263600 Transfer Switches
- 264300 Surge Protective Devices
- 265100 Interior Lighting

DIVISION 27 – COMMUNICATIONS

- 271005 Structured Cabling for Voice and Data
- 275319 Emergency Responder Radio Communication System

DIVISION 28 – ELECTRONIC SAFETY AND SECURITY

- 284600 Fire Detection and Alarm
- 285500 RF Survey for Emergency Responder Radio Antenna

DIVISION 31 – EARTHWORK

- 312316 Trenching (for electrical scope only as well as coordination of electrical scope)
- All underground conduit and wiring will be furnished and installed by the electrical contractor. Excavation and backfill for the electrical contractor will be addressed by the Civil Contractor.

DIVISION 33 – UTILITIES

- 337119 Underground Ducts
- Division 33 applies to the electrical scope only
- All underground conduit and wiring will be furnished and installed by the electrical contractor. Excavation and backfill for the electrical contractor will be addressed by the ~~Civil~~ **Electrical** Contractor.

C. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.
3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.

5. Heim Construction will utilize Procore's Management System for the following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.
 6. Provide all winter construction costs necessary to perform your scope of work.
 7. Layout is the responsibility of each contract and is included within this scope of work.
- D. Narrative Description of Contract No.5 - Electrical Construction: The working of this Contract includes, but shall not be limited to the following items:
1. Participate in the coordination drawing process as defined in this specification section.
 2. Provide Operation and Maintenance instruction manuals and specified training to the Owner.
 3. Provide layout for the General Contractor indicating all openings in the new floor and roof decks that have any dimension larger than 12". Openings required as a result of the work of this contract with both dimensions smaller than 12" shall be provided by the Electrical Contractor, who shall also provide support steel at these openings as required.
 4. Provide start up and training as required by the Contract Documents.
 5. Review temporary facilities and controls and electrical specifications for temporary electric requirements. Temporary electric shall be provided and installed by the Electrical Contractor including site and service electric if applicable.
 6. Provide painting for "touch up" required to restore "factory finished" equipment and material to its original condition.
 7. Provide temporary power and lighting as indicated in specification section 015100 Temporary Utilities and Facilities.
 8. Provide all electrical work including testing, conduit, wiring and cable, boxes, wiring devices, enclosures, equipment final connections, support devices, identification, switchboards, disconnect switches, primary and secondary grounding, panel boards, motor controls, lighting fixtures, emergency power and lighting, fire alarm and smoke detection, final HVAC electrical, fire protection electrical and plumbing electrical connections, hangers, supports unless specifically designated by the General Contractor, blocking, wall sleeves, flashing, etc. as shown and/or specified.
 9. Provide equipment and all necessary wiring for installation of the following systems. (Interface and coordinate with security systems work)
 - a. Fire Alarm System
 - b. Lighting Controls And Devices
 - c. Generator systems
 - d. ~~Integrated communication systems~~
 - e. ~~System~~
 - f. Switchboards / Panel boards
 - g. Telecommunications (rough-in and coordination only, provided by

- Owner)
- h. Security systems (rough-in and coordination only, provided by Owner).
10. It is the intent of the Contract for the Electrical Contractor to provide a complete system for all systems above including conduit, boxes, surfaces, raceway wire, fiber optics, patch panels, connectors, terminations, patch controls, jacks, UTP cabling, testing, equipment, brackets, hardware, layout, check out, training, etc.
 11. Provide equipment and all necessary wiring for interfacing of the following systems:
 - a. HVAC Equipment
 - b. Fire Protection Equipment
 - c. Electrically operated overhead Coiling Doors and grilles
 - d. Door operators
 12. Provide identification of equipment as required.
 13. Provide all cutting, patching, excavation, and backfill, including work for new incoming service, etc. as necessary to install the work of this Contract.
 14. Provide cast-in-place or precast vaults, manholes, handholes, etc. required for electrical and telecom services. Include manhole cable racks, manhole covers, ladders, grounding, sump pit, and gratings for both electric and communication systems. Provide all associated excavation stone bases, tamping and backfill including any shoring that may be required.
 15. Provide fire rated backboards for electrical and telephone equipment as shown or specified. If backboards are to be painted, provide confirmation with delivery receipt included in Operation and Maintenance Manuals.
 16. Provide any housekeeping and equipment pads required for equipment (interior or exterior) that are required for the work of this Contract.
 17. Provide concrete for encasement of conduit, foundation/base for site lighting, etc. as required for work by this contract. Provide warning tape as required. Provide rebar reinforcement as shown on Contract Documents.
 18. Provide fire-safing and fire-stopping at all locations that are required to maintain a fire rating at floor and wall penetrations made as a result of the work of this Contract.
 19. Furnish any access panels, which are required for access to the work of this Contract for installation by GC. Provide under floor boxes as shown or specified.
 20. Provide power wiring to all HVAC, electrical, and plumbing, etc., as required or shown.
 21. Wire loose motor starters furnished by HVAC, Plumbing Contractors, as part of the General Contract and miscellaneous equipment. The Electrical Contractor shall ~~furnish and~~ install the conduit, wire and disconnects for all systems using 120 Volts A.C. and above.
 22. Provide testing and documentation of test results for electrical and telecommunications systems as per the Contract Documents. Provide copies of testing and inspections to Owner and Architect and Engineer.

23. Provide patching of existing roads and lawn areas as a direct result of new underground conduit.
24. Furnish and wire duct smoke detectors, installation shall be by Mechanical Contractor.
25. Electrical Contractor shall provide conduit and back boxes, surface metal raceway, pull strings, sleeves to communication closets, and device boxes as required for installation of all communication systems as per the Contract Documents.
26. Electrical Contractor shall provide fire alarm wiring to fire sprinkler flow and tamper switches as required.
27. Electrical Contractor to provide and install telephone and data cables for connection to the fire alarm panel, security panel, ATC panels, etc. As per the Contract Documents.
28. Coordinate with Mechanical Contractor for electrical hook-up of mechanical equipment.
29. Electrical Contractor shall include in his bid and be responsible for all cost associated with the Telecommunication Systems **rough-in, rack, wiring to rack, and labeling.**
30. Electrical Contractor shall provide all site electrical work. ~~Civil~~ **Electrical** Contractor responsible for trenching and backfill for underground electric, and concrete encasement.
31. All other duties and requirements identified in the Contract Documents.

2.6 CONTRACT No. 6 – FIRE SUPPRESSION CONSTRUCTION

- A. The work of this Prime Contract Package Description includes, but is not limited to, the Work detailed by the following Specification Sections and as shown or implied and indicated on the Drawings and as described in the narrative Contract Description. The work is not restricted by the division of Drawings or Specification. Unless otherwise specifically noted, all work to be performed shall consist of providing all labor, materials, equipment and whatever is necessary to complete the work in accordance with the Specifications and applicable Codes. The use of the wording “FP Contractor” or “Fire Protection Contractor” shall mean the same as the “Fire Suppression Contractor”.
- B. Coordination with all parties: General construction, Electrical construction, Plumbing construction, Mechanical construction and Civil construction. Furnish and install all fire-suppression scope, including all general requirements of the specifications including:

DIVISION 00 - BIDDING AND CONTRACT REQUIREMENTS
All Sections

DIVISION 01 - GENERAL REQUIREMENTS
All Sections

DIVISION 02 THROUGH DIVISION 14

All Sections (Coordinate as applicable)

DIVISION 21 – FIRE SUPPRESSION

- 210100 – General Provisions
- 210500 – Common Work Results for Fire Suppression
- 210553 – Identification for Fire Suppression Piping & Equipment
- 211300 – Fire-Suppression Sprinkler Systems

Fire Suppression scope accounts for all interior scope from inside all buildings to 5' outside of all building footprints. Civil contractor will be responsible for all excavation and piping 5' and beyond the exterior footprint of the exterior of all buildings.

C. Clarifications, Qualifications, and Exclusions:

1. No building permits are included within this scope of work. The owner has waived all permitting fees for this project.
2. Sales and use tax are included within this scope of work.
3. Each trade's permitting is required to be obtained through the local jurisdiction. Fees for each trade's permitting will be waived by the owner.
4. Shop drawings, product data, safety data sheets, and submittals are included within this scope of work.
5. Heim Construction will utilize Procore's Management System for the following: submittals, RFIs, and additional administrative functions. Each contractor will be responsible to coordinate through the Procore Management System.
6. Provide all winter construction costs necessary to perform your scope of work.
7. Layout is the responsibility of each contract and is included within this scope of work.

D. Narrative Description of Contract No.6 – Fire Suppression Construction: The working of this Contract includes, but shall not be limited to the following items:

1. Provide all sprinkler work including sprinkler piping, heads, flow and tamper switches, trim, accessories, supports unless shown or specified by others, anchorage, etc, as shown and/or specified in order to have 100% sprinkler coverage where indicated in the contract drawings.
2. Provide fire pump and jockey pump, final size as required per fire protection criteria indicated on drawings. Coordinate final electrical requirements with Electrical Contractor.
3. Provide all hydraulic calculations to size fire protection piping system. All pipe areas shown on plans, including combined water service to building, are approximate. Actual size shall be determined by this contractor.
4. Perform fire hydrant flow and pressure test.
5. Provide cleaning, disinfecting and testing of lines and equipment and final inspection at each project phase as may be necessary to obtain partial

- occupancies. Provide testing of underground fire protection lines per NFPA 13 requirements.
6. Provide final sprinkler connection to Owner Furnished Equipment, as shown and/or specified.
 7. Coordinate tie in of sprinkler system to fire alarm system with Electrical Contractor. Provide flow and tamper switches for connection to fire alarm system.
 8. Provide all underground sprinkler fire service piping to 5"-0" outside of building, include excavation, backfill and miscellaneous concrete work. Perform final connection to sprinkler service.
 9. Prefabrication of any sprinkler pipe is done at the sole risk of the contractor. Any modifications to prefabricated sprinkler pipe that needs to be done in the field in order to accommodate actual conditions or coordination issues shall be done at the expense of the contractor.
 10. Systems must be complete, operational and tested to meet the requirements of PA L&I and local code.
 11. Provide all control wiring required for the local system controls with power wiring to be provided by the Electrical Contractor.
 12. Loose motor starters and drives for Fire Protection equipment shall be furnished by the Fire Protection Contractor and wired by Electrical Contractor. Disconnect switches and fuses shown on electrical drawings will be furnish and installed by Electrical Contractor.
 13. **Provide wall sleeves, flashing, pipe hangers, supports, blocking, etc. as required for installation of sprinkler system fixtures and equipment.**

NOTE: The above descriptions of the scope of these Contractors' work are not complete descriptions of the Contractors' obligations for this project. The Contractors are reminded to review and familiarize themselves with all relevant Contract Documents.

END OF SECTION 011200

New Construction of:
Public Works Facility
West Whiteland Township