

BUILDING SCOPE ADDENDUM NO. 02

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**BUILDING SCOPE ADDENDUM NO. 02**

This Addendum is a summary of clarifications, interpretations, corrections and/or modifications to the Contract Documents for the Conestoga High School Athletic Fields Project prepared by Heckendorn Shiles Architects.

The changes, revisions, modifications, deletions, and additions referenced in this Addendum shall supercede and supplement all portions of the Drawings and Specifications, including any previously issued Addenda with which they conflict. All provisions of previously executed Contract Documents not modified by information contained in this Addendum remain in effect.

General

The Bid Due date is being adjusted for this project. The bids will now be due on July 2, 2024, at 2:00pm. Attached to this addendum are updated specifications sections relating to the change in project schedule.

Architectural

1. Specification – 03 Notice to Bidders – Updated Dates
2. Specification – 04 Instructions to Bidders – Updated Dates
3. Specification – 15 General Requirements – Updated Dates

Attachments

- SECTION 03 Notice to Bidders
- SECTION 04 Instructions to Bidders
- SECTION 15 General Requirements

END OF BUILDING SCOPE ADDENDUM NO. 2

## NOTICE TO BIDDERS

### Conestoga High School Athletic Fields Project for the Tredyffrin/Easttown School District

Bids will be received electronically before **2:00 P.M., Tuesday, July 2, 2024, at which time the bids will be opened on the PennBid website with results displayed publicly.** The results will be also read aloud at the offices of the Purchasing Department, Tredyffrin/Easttown School District, Administration Offices, 940 W Valley Road, Suite 1700 Wayne, PA 19087.

#### Contract

General Construction  
Mechanical Construction  
Electrical Construction  
Plumbing Construction

#### Proposal Guaranty

10%  
10%  
10%  
10%

Sets of Plans, Specifications, and other documents constituting the Contract Documents may be obtained at no cost on the PennBid website, [www.PennBid.net](http://www.PennBid.net). Plans and specifications will be available **March 22, 2024**.

Each proposal must be accompanied by a proposal guaranty, in the amount above stipulated, in the form of a certified check, bank cashier's check, trust company treasurer's check or a bid bond, in the form prescribed in the Contract Documents, with satisfactory corporate surety authorized to do business in Pennsylvania, naming as payee (or obligee as applicable) the Tredyffrin/Easttown School District.

Acceptance by the Owner of the successful bidder's proposal shall be in the form of a contingent Notice of Award. Upon receipt of such Notice of Award, the successful bidder must furnish, 1) Contract Bonds in the forms prescribed in the Contract Documents; 2) evidence of required insurance as detailed in the Contract Documents; and 3) a signed and notarized Form of Agreement in the form provided in the Contract Documents, all prior to receiving a Notice to Proceed.

Proposals must be submitted electronically via the PennBid website.

Except as expressly provided for in these specifications, no proposals may be withdrawn for a period of sixty (60) days after the date specified for receiving, opening, and reading of proposals.

The time allowed for completion shall be as set forth in the Contract Documents. All Contracts will start immediately.

The Tredyffrin/Easttown School District reserves the right to reject any or all proposals or parts thereof or items therein and to waive any defects or irregularities in proposals.

A mandatory Pre-Bid Meeting (project walk-through) will be held on Thursday, April 4, 2024, at 9:00 A.M. at Conestoga High School, Room 142, 200 Irish Road, Berwyn, PA 19312.

**Contractors who do not attend the mandatory pre-bid meeting will not be permitted to submit bids.**

Tredyffrin/Easttown School District  
Arthur J. McDonnell  
Business Manager

Heckendorn Shiles Architects  
Matthew A Heckendorn  
Principal

## **INSTRUCTIONS TO BIDDERS**

### **CONESTOGA HIGH SCHOOL ATHLETIC FIELDS PROJECT FOR THE TREDYFFRIN/EASTTOWN SCHOOL DISTRICT**

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#### **SECTION 1 - RECEIVING, OPENING, AND READING OF PROPOSALS**

- A. Proposals will be received for the following project:

#### **Conestoga High School Athletic Fields Project for the Tredyffrin/Easttown School District**

by the Tredyffrin/Easttown School District, at the Administration Office, 940 West Valley Road, Suite 1700, Wayne, PA 19087.

Proposals will be accepted up to **2:00 pm, July 2, 2024.**

The bids will be unsealed electronically via the PennBid website, and also will be read aloud at **2:00 pm, July 2, 2024.**

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- B. Sealed proposals will be received for the following contracts:

**General Construction:** This proposal will include all labor, equipment and materials to complete all of the General Construction work contained in the Contract Documents. The General Contractor shall also be responsible as the Prime Coordinator on this project. In that role, he shall be responsible to coordinate activities of all Prime Contractors so that the construction schedule is maintained. See also specification Section 01041.

**Mechanical Construction:** This proposal will include all labor, equipment and materials to complete all of the Mechanical Construction work contained in the Contract Documents.

**Plumbing Construction:** This proposal will include all labor, equipment and materials to complete all of the Plumbing Construction work contained in the Contract Documents.

**Electrical Construction:** This proposal will include all labor, equipment and materials to complete all of the Electrical Construction work contained in the Contract Documents.

- C. A **mandatory Pre-Bid Meeting** (project walk-through) will be held on **Thursday, April 4, 2024, at 9:00 A.M.** at Conestoga High School, 200 Irish Road, Berwyn, PA 19312.
- D. Contractors will be responsible for notifying the Owner/Architect, before bids are submitted, of any discrepancies in the Drawings and/or Contract Documents which would require additional work not included in the base bid or alternate descriptions. Contractors' bids are an affirmative statement by the contractors that any and all questions or discrepancies have been addressed to the contractors' satisfaction pursuant to the terms of Section 10 of these Instructions to Bidders.
1. Questions, substitution requests, and requests for clarification or interpretations of the Bid Documents shall be made in writing and must be submitted by **3:30pm, Thursday, April 18, 2024.**

## **SECTION 2 - PREPARATION OF PROPOSALS**

- A. Bound herewith is a complete set of bidding forms and Contract Documents. Any Addenda or Bulletins which are promulgated prior to the bid due date shall also be made part of the Contract Documents.
- B. No proposal will be considered, which is submitted other than upon the Bid Form through PennBid.
- C. The Bidder shall sign and complete the proposal properly in accordance with the following:
1. If the Bidder is an individual, the proposal shall be executed by such individual, personally, such individual's signature shall be witnessed, such individual's business address and phone number shall be stated, and any trade name employed in the conduct of such individual's business shall be stated.
  2. If the Bidder is a corporation, the proposal shall be executed in its name and in its behalf: 1) by the President or a Vice-President and attested by the Secretary or an Assistant Secretary and the corporate seal shall be attached; or 2) by a duly authorized agent of the corporation whose authority to act, as of the date of the proposal, shall be established by proof, in a form satisfactory to the Owner, submitted with the proposal. The business address of the corporation shall be stated, the state of incorporation shall be stated, and, if the corporation is a foreign corporation, whether the corporations is registered to do business in Pennsylvania shall be stated.
  3. If the Bidder is a partnership, the proposal shall be executed and sealed in the name of the partnership, followed by the signature of a general partner, together with a certification from each general partner that the general partner executing the proposal has been authorized by the partnership to execute and deliver the bid. The business address of the partnership shall be stated, the state of registration shall be stated, if any, and any trade name employed by the partnership in the conduct of its business shall be stated.

- D. All blank spaces in the Bid Form (as incorporated on PennBid) shall be completed. All amounts stated in the proposal shall be stated. Failure to complete all blank spaces in the Bid Form renders such a bid incomplete and such a bid may be rejected by the Owner as non-responsive.
- E. Each proposal shall be based upon the plans, Specifications, and other documents constituting the Contract Documents referred to in the Notice to Bidders bound herewith, including related drawings, bulletins, and addenda.
  - 1. Any proposal which contains omissions, additions, or deductions not called for or permitted, alterations of form, conditional of uninvited alternate proposals or irregularities of any kind, and any proposal which is not based upon the documents referred to in the preceding paragraph. Furthermore any proposal which, while otherwise regular in form, shall not be accompanied by the proper proposal guaranty as set forth in Section 4, may be rejected by the Owner as being informal.
  - 2. The Owner may reject any proposal in which prices are obviously unrealistic.
- F. Proposals shall not contain any recapitulations of the work to be performed.
- G. Erasures, alterations, or changes made by the Bidder in the completion of the proposal shall be explained or noted appropriately with the signature of the Bidder. These proposals may, at the discretion of the Owner, be rejected.
- H. Attached in the specifications is a copy of the AIA Contractors Qualification Statement. This statement must be completed for each **Contractor**. It will be required that the Contractor retain craftsmen skilled to perform the work.
  - 1. Each Prime Contractor must have been in business for at least five years.
  - 2. Each Prime Contractor must have successfully completed at least four comparable size projects in the past five years. The Contractor must have proven experience doing similar type facilities.
- J. All contractors are required to have an 'A-' (A minus) or better bond rating at the time of the bid submission, as determined by AM Best.

### **SECTION 3 - SUBMISSIONS OF PROPOSALS**

- A. Each proposal, accompanied by proposal guaranty as set forth in Section 4, shall be submitted electronically via PennBid.

### **SECTION 4 - PROPOSAL GUARANTY**

- A. Each proposal must be accompanied by the proposal guaranty, in the amount of ten (10%) percent of the greatest possible contract amount. The proposal guaranty shall be in the form of a certified check, bank cashier's check, trust company's treasurer's check or a bid bond, in the form bound herewith, with corporate surety authorized to do business in Pennsylvania and satisfactory to the Owner. The proposal guaranty shall name the Owner as payee or obligee, as applicable.
- B. The form of Bid Bond is furnished herewith for the use of the Bidder. In the event that a bid bond is submitted with the proposal, the Bidder shall make certain that a proper power of attorney evidencing the authority of the agent of the surety to execute the bid bond is submitted therewith.

Proposal guaranty shall be submitted upon the understanding that the same shall guarantee that if a Bidder, to whom ten (10) calendar days' notice of intention to accept such Bidder's proposal has been made by or on behalf of the Owner, fails to furnish a performance bond and a payment bond in the forms furnished herewith to the Owner, as are required by the law of the Commonwealth of Pennsylvania, as a condition precedent to formal award of the contract and fails to execute the Agreement or to furnish the required

insurance certificates within ten (10) days after notice that an award has been made to such Bidder, the Owner may, in its sole discretion, declare the Bidder to be in default with respect to such Bidder's proposal.

1. In the event that any Bidder shall be declared to be in default with respect to such Bidder's proposal, as provided for above, the Owner may declare such proposal guaranty to be forfeited to the Owner as liquidated damages.
  2. With respect to the discovery of inaccurate or incomplete information provided in the Bidder's proposal documents, the Owner shall have the right to declare the Bidder's proposal to be in default, even if the 60 day period, beyond the date for opening of bids for acceptance of the Bidder's proposal, has lapsed. In the event of such default, the Owner shall also have the right to retain the defaulted Bidder's Bid Bond. See also, Section 6 in these Instructions to Bidders.
- C. The proposal guaranty accompanying the proposal, of all Bidders of each contract who have submitted acceptable bids, will be held by the Owner until two days following the execution of an agreement with the successful Bidder. If the Owner decides that no award will be made, then the proposal guaranty will be returned two days following the decision. In any event, the proposal guaranty need not remain valid beyond a point two days after the expiration date for the proposal.
- D. The Owner shall not be liable for interest upon the proposal guaranty accompanying any proposal, which is in the form of a check, for the period during which such proposal guaranty is held under Section 4.
- E. The proposal shall hold good for sixty days from the date of submission of bids.
- F. If contractor submits a bid on more than one prime contract, separate proposal guaranties are required for each prime contract.

## **SECTION 5 - WITHDRAWAL OF BIDS**

- A. Any Bidder may, in writing, withdraw such Bidder's proposal within two (2) business days after the opening of bids and in accordance with the Title 73 PS 1602.

## **SECTION 6 - AWARD OF CONTRACT OR REJECTION OF PROPOSALS**

- A. An award by the Owner, if made, will be made to the lowest responsible Bidder within sixty (60) days after the opening of the bids or as defined in Title 73 PS 1622.
- B. The Owner reserves the right to reject any or all proposals or parts thereof or items therein and to waive any defects or irregularities in proposals.
- C. The Owner reserves the right to consider such matters, facts, and circumstances as shall be permitted by Pennsylvania law in making a determination of whether a Bidder is a responsible Bidder.
- D. The Owner, before making an award, may require any Bidder, upon at least three (3) days request, to present evidence, in form to be specified by the Owner, of such Bidder's experience, qualifications, financial ability, and other matters reasonably related to such Bidder's ability to perform and complete the work covered by such Bidder's proposal. Attached is an AIA 305 Contractor's Qualification Statement, to be completed in its entirety.
- E. The Owner, except to the extent required by Pennsylvania law, shall not be obligated to make an award, if an award is to be made, to the lowest Bidder, or to any other Bidder.
- F. The work to be done under the Contract for which bids are invited is public work which is subject to various qualifications and restrictions. It is therefore expressly understood and agreed to by each Bidder (Contractor) that, notwithstanding any other provisions of the Contract Documents, the Owner may at any

time cancel any award made by it or cancel any contract entered into with the Bidder, without liability to the Bidder, at any time before the Bidder has been directed to begin, and has not actually begun work under the Contract. The Bidder shall have the right similarly to cancel the contract without further obligation, if such Bidder has not received notice to proceed within sixty days following such Bidder's tender of executed Contract Documents in satisfactory form, but only upon such Bidder's giving fifteen days' prior written notice to the Owner, and the Architect, by registered mail, of such Bidder's intentions to exercise such right if notice to proceed is not given by the expiration of the sixty day period.

## **SECTION 7 - CONTRACT BONDS & OTHER PRE-CONTRACT REQUIREMENTS**

- A. Before any contract is awarded to the Contractor for the contemplated work, the Bidder, when notified at the address set forth in such proposal, shall furnish and pay for contract bonds, in the forms bound herewith, and in accordance with Sections 756 and 757 of the Public School Code of 1949, as amended, and the Public Works Contractors Bond Law of 1967, of the Commonwealth of Pennsylvania, conditioned as follows:
1. For faithful performance and maintenance of the contract as designated in the **Performance Bond** for a period of two years following final completion of all portions of the work.
  2. For payment of laborers and materialmen as designated in the **Labor and Material Payment Bond**.
- B. The stated principal amounts applicable to the Contract Bond required under Section 7, shall be as follows:
1. For **Labor and Material Payment Bond**, One-Hundred (100%) percent of the amount of the award.
  2. For **Performance Bond**, One-Hundred (100%) percent of the amount of the award.
- C. The Contract Bonds required in Section 7 shall have as surety thereon a corporation duly authorized to conduct business in Pennsylvania which is satisfactory to the Owner. **The bonds shall be provided by a surety with an A.M. Best rating of "A-" (A minus) or better.**
- D. The Contract Bonds required in Section 7, shall be executed by or on behalf of the successful Bidder, as principal, in the following manner:
1. If the successful Bidder is an individual, the Contract Bonds shall be executed by such Bidder, personally; such Bidder's signature shall be witnessed and any trade name employed in the conduct of business shall be stated.
  2. If the successful Bidder is a partnership, the Contract Bonds shall be executed, in the name of the partnership, by each of the partners and the signature of the partners shall be witnessed.
  3. If the successful Bidder is a corporation, the Contract Bonds shall be executed in the name of the corporation: (1) by the president or vice-president and attested by the secretary or assistant secretary, and the corporate seal shall be attached; or (2) by a duly authorized agent of the corporation whose authority to act, as of the date of the Contract Bonds, shall be established by proof satisfactory to the Owner, attached to the Contract Bonds.
- E. The Contract Bonds required in Section 7, shall be executed in behalf of the surety in such manner as shall legally bind the surety. Proper power of attorney evidencing the authority of such agent or agents shall be attached to the Contract Bonds. Such power of attorney shall bear the same date as the Contract Bonds to, which it is attached.
- F. The Contractor shall comply with the Public Works Employment Verification Act and, as a precondition of the Contract, shall submit the Public Works Employment Verification Form to the District along with its bonds, insurance certificates and form of contract. This form is available through the Pennsylvania State website at:

<https://www.dgs.pa.gov/Businesses/Materials%20and%20Services%20Procurement/Public-Works-Employment-Verification/Documents/Public%20Works%20Employment%20Verification%20Form.pdf>

Use the above link for 'Public Works Employment Verification Form'.

## **SECTION 8 - EXECUTION OF CONTRACT & COMMENCEMENT OF WORK**

- A. The successful Bidder to whom an award shall be made by the Owner will be notified in writing of the award, which notice of the award shall be directed to such successful Bidder at the address appearing in such Bidder's proposal. However, in accordance with the Public Works Contractors' Bond Law of 1967, of the Commonwealth of Pennsylvania, the Bidder will be required to furnish the specified Contract Bonds on the forms bound herewith prior to receiving the award. Bonds will become binding upon the award of the Contract.
- B. Within ten (10) days of delivery of the notice of award to any successful Bidder as provided in Section 8, the successful Bidder shall execute and deliver to the Owner the Agreement in the form furnished by the Owner and shall deliver to the Owner proper evidence of the effectiveness of insurance coverage required by the Supplementary General Conditions bound herewith.
- C. Failure of the Bidder to furnish Contract Bonds in accordance with the Contract Documents and to comply with Section 8, or within such extension of time, if any, as provided for by the Owner, in its sole discretion, shall constitute a default by the Bidder under the proposal. The Owner thereafter either may make an award to the next lowest responsible Bidder, to be determined by the Owner in its sole discretion or advertise for new proposals and make an award on the basis thereof. The Owner may charge against such initial Bidder the difference between the amount of the proposal, as accepted by the Owner, and any higher amount for which the required work shall be contracted for by the Owner, together with any additional advertising costs, architect's fees, legal fees, and any and all other fees and expenses incurred by the Owner as a result of such default by the Bidder. These charges shall be irrespective of whether such difference shall exceed the amount of proposal guaranty submitted with the proposal.
- D. The Agreement referred to in Section 8, shall be executed by or on behalf of the successful Bidder in the same manner as is provided in Section 7, with respect to the Contract Bonds.
- E. Commencement of the Work: The successful Bidder, upon notice to proceed by the Owner shall immediately begin to generate shop drawings, submittals and ordering materials due to the nature of the school schedule and the construction schedule.

The intent of the District is to award the contract in late July 2024 with an anticipated site mobilization of **October 15, 2024.**

## **SECTION 9 - NOT USED**

## **SECTION 10 - RESPONSIBILITY OF BIDDER**

- A. Each Bidder before submitting a proposal, shall visit the site of the proposed work and shall be held responsible for having observed and ascertained all visible conditions, which may be encountered in the performance of the work, inter alia, location, general conditions and terrain, accessibility, existing objects and structures, the character and extent of work, if any, then in progress, conditions with respect to adjacent properties and the nature of the neighborhood. Likewise, before submitting a proposal, the Bidder shall become familiar, to the extent possible, with labor conditions, which may affect the performance of the work.
- B. The submission by any Bidder of a proposal shall constitute conclusive evidence of compliance by such Bidder with Section 10. Any claims at any future time for labor, equipment or materials required, or for difficulties encountered, which could have been foreseen had the Bidder so complied with Section 10, will not be recognized by the Owner.



- C. Each Bidder shall carefully examine all documents and materials bound herewith or related hereto, together with all appropriate bulletins or addends. Such documents shall include, inter alia, the Notice to Bidders, these Instructions to Bidders, the Bid Form (as incorporated on PennBid), the Form of Bid Bond, the Forms of Contract Bonds, the Description of Alternates, the General Conditions, the Supplementary General Conditions, the Drawings, the Technical Specifications, and appropriate Bulletins or Addenda. The submission by any Bidder of a proposal shall constitute conclusive evidence that the Bidder has become satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and materials to be furnished and as to the requirements of the documents hereinbefore mentioned in this Paragraph C; and no allowance or concession will be made by the Owner, at any time, for lack of such information on the part of the Bidder if that Bidder's proposal subsequently shall be accepted by the Owner.

#### **SECTION 11 - CHANGE PRIOR TO OPENING OF PROPOSALS**

- A. During the period allowed for the preparations of bids, the Architect may furnish to prospective Bidders bulletins or addenda setting forth additions to or alterations of the Contract Documents. The Bidder in the computation of such Bidder's proposal shall include the additions or alterations. The bulletins or addenda shall become a part of the Contract Documents.
- B. It shall be the duty of each prospective Bidder (and any of such Bidder's subcontractors) to ascertain what bulletins and/or addenda, if any, have been promulgated by the Architect which may affect the work to be covered by the proposal of such prospective Bidder and to incorporate that work into the bid.
- C. If any prospective Bidder shall be in doubt as to the true meaning or intent of any part of the Contract Documents, the Bidder may submit a request, in writing, for an interpretation. Any request for such an interpretation shall be delivered to the Architect at least six (6) days prior to the date fixed in the Notice to Bidders bound herewith as the date fixed for receiving, opening, and reading proposals. Any such interpretation will be made only by a bulletin or addenda promulgated by the Architect as provided in Section 11.
- D. The Owner and the Architect shall not be responsible for explanation or interpretations other than contained in bulletins or addenda promulgated as provided in this Section 11. Oral interpretations or explanations shall not be binding upon the Owner or Architect.
- E. Failure of any Bidder to receive any bulletin or addenda as provided for in this Section 11 shall not relieve such Bidder from the obligation of such Bidder's proposal.
- F. Any addenda promulgated by the Architect will be acknowledged, by the Bidder, in the appropriate place on the Bid Form (as incorporated on PennBid)

#### **SECTION 12 - TIME OF COMPLETION: EXTENSIONS OF TIME**

- A. The work to be performed shall be commenced by the Contractor, to the extent possible, as covered in the Contract Documents, within ten (10) days after delivery of a notice to proceed, in writing, by the Owner or the Architect. The nature of the project is such that the time shall be critical. The Prime Contractors and all sub-contractors shall cooperate with each other and shall coordinate their activities and work so that the entire program of construction can be completed on or before **October 23, 2025**.
1. **NOTE:** Contractors are notified that any work that occurs on or after October 23, 2025, including scheduled work and regardless of the reason, shall be performed on **Second Shift**, and between the hours of 3:30 pm and 11:00 pm, or third shift at no additional cost to the Owner.

### SECTION 13 - DOCUMENTS

- A. Sets of plans, Specifications, and other documents constituting the Contract Documents and requirements for bidding may be obtained at no cost on PennBid.
- B. Any contractor with whom the Owner shall enter into a contract shall be entitled to receive a digital PDF set of plans, Specifications and other documents constituting the Contract Documents related to the work to be performed under such contract, without charge.
- C. All plans, Specifications, and other documents constituting the Contract Documents are the property of the Architect and must be returned.
- D. The Contract Documents furnished to the Bidders are as follows:
  - 1. Specifications: Conestoga High School Athletic Fields Project for the Tredyffrin/Easttown School District - Specifications
  - 2. Drawings are as follows:  
See Sheet A001 for the List of Drawings

### SECTION 14 -INSPECTIONS & TESTING

- A. The Owner will engage testing agencies. Each Prime Contractor is required to coordinate with Inspection agencies.
- B. Refer to General Requirements Section 10 for additional information.

### SECTION 15 - INSURANCE

- A. Reference is made to the Supplementary General Conditions bound herewith for provisions relating to public liability, property damage, workmen's compensation, fire and extended coverage and other insurance which shall be provided and maintained during the period of performance under the Contract. The Contractor shall comply with applicable requirements before commencing any work under the Contract, and, as proof of such compliance, shall deliver to the Owner proper certificates or memoranda.

### SECTION 16 - SUBSTITUTIONS

- A. All proposals must be based upon equipment and materials as specified or drawn, see Section 23 - Standard of Quality, in this Instructions to Bidders.
- B. If a Bidder wishes to substitute an alternative material or product other than that specified or drawn, the Bidder must adhere to the following:
  - 1. Any requested substitution must be submitted to the Architect by the deadline note in Section 1, so the substitution can be reviewed, and the appropriate notification can be made to all other bidders.
  - 2. All proposed substitutions must state the product to be substituted and where in the project it will be furnished. The proposed product literature, drawings, specifications and documents must contain the **comparable information** as was listed in the Specifications and Drawings for the product required by the Contract Documents. This is to enable a direct comparison to the specified product.
  - 3. The Bidder bears the responsibility to furnish the same information as is provided in the Contract Documents. If the information is found to be unclear by the Architect, the Bidder will be required to furnish a sample by the deadline note in Section 1.
  - 4. The Bidder must also provide a list of installations where the proposed product was used, in a similar installation to this project by the deadline note in Section 1.

- C. It should be understood that the above requirements are to clarify, prior to the time of bidding, whether the proposed alternative is in fact equal to that specified. This process is also intended to allow enough time for the other bidders to be notified of any additionally accepted items. If the above conditions are not met the Bidder will be responsible to furnish the specified items.

#### **SECTION 17 - DETAILED COST BREAKDOWN**

- A. The Contractor, within ten days of the notice of award, shall submit to the Architect for approval a detailed cost breakdown, utilizing AIA Document G703-1992, the total of which shall equal the full amount of the contract (including materials, labor, overhead & profit). Failure of the Contractor to submit an approved, detailed cost breakdown, in the time stated above, will result in withheld payments on requisitions.
1. Such breakdown shall separate, for each product or material, the cost for material from the cost for labor.

#### **SECTION 18 - COMPETENT WORKMEN**

- A. According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such Contract except competent and first class workmen and mechanics.
1. No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the district where work is being done.

#### **SECTION 19 - PAYMENTS**

- A. Reference is made to the General and Supplementary General Conditions bound herewith for provisions with respect to payments to contractor.
- B. Application for Payment Forms: Contractors must utilize AIA Document G702-1992 and G703-1992 as form for Applications for Payment.
- C. Draft Application for Payment ("Pencil Copy") G702 and G703 to be submitted by the 25<sup>th</sup> day of the month, projecting through the end of the month, for review by the Architect. Upon approval of Draft, Contractors may submit notarized application and additional required documentation.

#### **SECTION 20 - OCCUPATIONAL SAFETY AND HEALTH ACT REQUIREMENTS**

- A. The contractors shall comply with all requirements of the Occupational Safety and Health Act of 1970 (OSHA), along with any amendments thereto.

#### **SECTION 21 - PROVISIONS FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.A.**

- A. 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 of America as defined therein shall be used or supplied in the performance of the Contract or by any subcontractors thereunder.

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- B. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States of America. Act 141 of 1984, further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.
- C. Written and verifiable confirmation of compliance with the requirements of this Section must be furnished to the Architect upon request.

## **SECTION 22 - HUMAN RELATIONS ACT**

- A. 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. Attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

## **SECTION 23 - STANDARD OF QUALITY**

- A. The various materials and products specified in this Specifications by name or description are given to establish a standard of quality and of cost for bid purposes. 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 name or describe it as the absolute minimum standard that is desired or acceptable. Where proprietary names are used, whether or not followed by the words "or alternatives of the quality necessary to meet the specifications", they shall be subject only as approved by the Architect. 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 that bidder, the bidder will be required to replace any alternatives which do not meet the specifications. See Section 16- Substitutions, of these Instructions to Bidders.

## **SECTION 24 - REQUIREMENTS OF ANTI-POLLUTION LEGISLATION**

- A. On October 26, 1972, House Bill number 1969 was enacted into law. This Act (No. 247) became effective on November 25, 1972. It requires that Bidders on construction contracts for the Commonwealth of Pennsylvania be advised of those provisions of Federal and State statutes' rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the project on which bids are being received.
- B. The Bidder shall become thoroughly acquainted with the terms of the statutes, rules, and regulations enumerated in this notice, and shall, in such Bidder's bid, price all costs of complying with the terms of the listed statutes, rules, and regulations. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules, and regulations are amended, or if new statutes, rules, and regulations become effective, after date of receipt of bids, upon the receipt of documentation which causes the Contractor to perform additional work, the Owner may issue a change order request setting forth the additional work that must be undertaken. This change order request shall not invalidate the contract.
- C. It is the responsibility of each contractor to determine what local ordinances, if any, will affect the work. The Contractor shall check for any county, city, borough, or township rules or regulations applicable to the area in which the project is being constructed, and in addition, for any rules or regulations of other organizations having jurisdiction, such as chambers of commerce, planning commissions, industries, or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein. Each contractor is hereby directed to comply with all applicable Federal, local, and Pennsylvania statutes and regulations administered by the Department of Environmental Resources.

## **SECTION 25 - PENNSYLVANIA PREVAILING WAGE RATES**

- A. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 422 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the Contract during the anticipated term therefor in the locality in which public work is performed, are made part of this Specification.
- B. Published rates for this Work are bound into this Specification. All questions regarding wage rates, classifications and documentation shall be directed to the Prevailing Wage Division, **717-705-5969**, or **800-932-0665**.

## **SECTION 26 - ASBESTOS & LEAD**

- A. No A.C.B.M. (asbestos-containing building materials) or A.C.M. (asbestos-containing materials) will be permitted to be used for the construction of this project.
- B. No lead based pipes, solder, or paint shall be used.

## **SECTION 27 - APPLICATION BACKGROUND CHECKS REQUIRED BY ACT 34.F 1985, ACT 151 1994, ACT 114 2006, AND PDE**

- A. All persons working on a regular basis at the project will be required to submit proof of satisfactory Pennsylvania and FBI criminal background checks required by Section 111 of the Pennsylvania Public School Code. Satisfactory certifications/clearances must be dated no earlier than one year prior to the date presented to the District and **are required before workers are permitted on site**. Costs to obtain these clearances will be paid by the Contractor.
  - 1. Procedures for obtaining the FBI Federal criminal history report can be found at:  
<http://www.identogo.com>  
  
For Act 114, Contractors MUST select the PDE clearance (PA Department of Education). Contractors must submit proof of application within 5 days of Award of Bid.
- B. Satisfactory clearances required by Act 34.F of 1985 Criminal Record Check, and by Act 151 of 1994 Child/Student Abuse Reporting/Clearance, which amended the Department of Welfare's Child Protective Services Law, must be submitted by the Prime Contractor. Contractors must comply with both Act 34.F and Act 151, and supply background checks on all personnel, including sub-contractors and their employees. Satisfactory clearances must be dated no earlier than one year prior to the date presented to the District and **are required before workers are permitted on site**. Costs to obtain these clearances will be paid by the Contractor. Contractors shall note that clearances for Pennsylvania Clearances can take up to 4 weeks to obtain.
  - 1. Procedures for obtaining the Pennsylvania criminal background check (Act 34.F) can be found at:  
<http://epatch.state.pa.us/Home.jsp>
  - 2. Procedures for obtaining the child abuse clearance (Act 151) can be found at:  
<http://www.compass.state.pa.us/CWIS>
- C. In addition, all persons working on the project will be required to sign form PDE-6004 (9/1/2011), **ARREST CONVICTION AND CERTIFICATION FORM** (Act 24). The signed form must be sent to the school district with the above three clearances. Furthermore, Form PDE-6004 must be re-submitted to

report any new arrest or conviction for any of the prohibited offenses listed on the form within seventy-two (72) hours of an arrest or conviction.

1. Procedures for obtaining the arrest conviction and certification form (Act 24) can be found at:  
<http://www.education.pa.gov/Documents/Teachers-Administrators/Background%20Checks/Arrest%20or%20Conviction%20form.pdf>

## **SECTION 28 - LIQUIDATED DAMAGES**

- A. Each Contractor shall be liable, and shall pay to the Owner as fixed, agreed, and liquidated damages, the following sums for each calendar day (Sundays and holidays included), which the actual time of Final completion shall be delayed beyond the time for Final completion set forth in Section 12 of these Instructions to Bidders.

<b>Contract</b>	<b>Damages/Day</b>
General Construction	\$ 1,000.00
Mechanical Construction	\$ 1,000.00
Plumbing Construction	\$ 1,000.00
Electrical Construction	\$ 1,000.00

Site Mobilization: **October 15, 2024**  
Project Final Completion: **October 23, 2025**

## **SECTION 29 - CASH ALLOWANCES**

- A. **No** cash allowances for any purposes are included in the Specifications of this project.

## **SECTION 30 - PENNSYLVANIA SALES TAX EXEMPTION ARTICLE 22 - STATE SALES TAX**

- A. The Owner is exempt (excluded) from sales or use tax in Pennsylvania on certain transactions. The Contractor and all subcontractors shall bid and shall purchase as exempt (excluded) from Pennsylvania sales and use tax all tangible personal property within the definition of "building machinery and equipment" as that term is defined in Act No. 45-1998, Exhibit "A" below and made a part hereof is a true and correct copy of that portion of such Act, which defines the term "building machinery and equipment." In order to facilitate such purchases free of sales and use tax in Pennsylvania, the Owner agrees to execute a certification prepared by the Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue. A sample certificate, "Pennsylvania Exemption Certificate", is included in this Specification.
- B. The Owner may be entitled to claim refunds of sales or use tax paid on other purchases of tangible personal property required in connection with the Work. The Contractor and all subcontractors hereby assign to the Owner all rights to claim any such refund claim and to any resulting refund and hereby appoint the Owner as their attorney-in-fact to execute and to acknowledge in their respective names and to prosecute such refund claims before administrative agencies and courts in Pennsylvania having jurisdiction over such claims. The Owner or its agent shall have the right at the Owner's expense to review the books and records of the Contractor and all subcontractors for the purpose of documenting and substantiating any such refund claim. The Contractor and all subcontractors shall cooperate fully with the Owner in pursuing any such refund claim and shall make available to the Owner any applicable documents.
- C. Access to Accounting Records: The Contractor shall check all materials, equipment, and labor entering into the Work, and shall keep such full and detailed accounts as may be necessary for proper financial management under this Agreement, and the system shall be satisfactory to the Owner. The Owner or its representative shall be afforded access to all the Contractor's records, books, correspondence, instructions,

drawings, receipts, vouchers, memoranda, and similar data relating to this Contract, and the Contractor shall preserve all such records for a period of three (3) years, or for such longer periods as may be required by law, after the Final Payment (as defined in the General Conditions, Article 9, "Payments and Completion").

- D. Contractors with Subcontractors: The Contractor agrees to include the "Access to Accounting Records" and "Assignment of Refund Rights" paragraphs, in full in any contracts with subcontractors. The Contractor further agrees that it will not file a claim for refund for any sales or use tax which is the subject of the assignment in paragraph B above. The Contractor shall obtain from all subcontractors similar agreements that they will not file claims for refund for any sales or use tax which is the subject of the assignment in Paragraph B above.

**EXHIBIT "A"**

"Building machinery and equipment." Generation equipment, storage equipment, air conditioning equipment, distribution equipment and termination equipment which shall be limited to the following:

- (1) air conditioning limited to heating, cooling, purification, humidification, dehumidification and ventilation;
- (2) electrical;
- (3) plumbing;
- (4) communications limited to voice, video, data, sound, master clock and noise abatement;
- (5) alarms limited to fire, security and detection;
- (6) control system limited to energy management, traffic and parking lot and building access;
- (7) medical system limited to diagnosis and treatment equipment, medical gas, nurse call and doctor paging;
- (8) laboratory system;
- (9) cathodic protection system, or
- (10) furniture, cabinetry and kitchen equipment.

The term shall include boilers, chillers, air cleaners, humidifiers, fans, switchgear, pumps, telephones, speakers, horns, motion detectors, dampers, actuators, grills, registers, traffic signals, sensors, card access devices, guardrails and medical devices, floor troughs and grates, laundry equipment, together with integral coverings and enclosures, whether or not the item constitutes a fixture or is otherwise affixed to the real estate; whether or not damage would be done to the item or its surroundings upon removal; or whether or not the item is physically located within a real estate structure. The term "building machinery and equipment" shall not include guardrail posts, pipes, fittings, pipe supports and hangers, valves, underground tanks, wire conduit, receptacle and junction boxes, insulation, ductwork and coverings thereof.

**SECTION 31 - DISCRIMINATION PROHIBITED**

- A. According to 62 Pa.C.S.A. § 3701, the Contractor agrees that:
1. In the hiring of employees for the performance of work under this Contract, or any subcontract, no contractor, or subcontractor, or any person acting on behalf of the Contractor or subcontractor shall by reason of gender, race, creed, or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the 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 under this Contract on account of gender, race, creed, or color;
  3. This Contract may be canceled or terminated by the Owner, and all money due or to become due under this Contract may be forfeited, for a violation of the terms or conditions of that portion of the Contract.

**SECTION 32 - FEDERAL REQUIREMENTS**

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- A. **EQUAL EMPLOYMENT OPPORTUNITY.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60–1.3 must include the equal opportunity clause provided under 41 CFR 60–1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- B. **DAVIS-BACON ACT,** as amended (40 U.S.C. 3141–3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141–3144, and 3146–3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- C. **CONTRACT WORK HOURS AND SAFETY STANDARDS ACT** (40 U.S.C. 3701–3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- D. **RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT.** If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
- E. **CLEAN AIR ACT** (42 U.S.C. 7401–7671q.) and the **FEDERAL WATER POLLUTION CONTROL ACT** (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).



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- F. DEBARMENT AND SUSPENSION (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), “Debarment and Suspension.” The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- G. BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.
- H. TERMINATION FOR CAUSE. Tredyffrin/Easttown School District may terminate the whole or any part of this Agreement, by written notice of default to Vendor, in any one of the following circumstances:
1. if Vendor fails to perform any duties or obligations within the time specified herein or any written extension thereof granted by Tredyffrin/Easttown School District;
  2. if Vendor so fails to make progress as to endanger performance of this Agreement in accordance with its terms;
  3. if Vendor fails to comply with any of the material terms and conditions of this Agreement. Such termination shall become effective if Vendor does not cure such failure within a period of ten (10) days after written notice of default by Tredyffrin/Easttown School District;
  4. if the other party is declared insolvent or bankrupt, or makes an assignment for the benefit of creditors, or a receiver is appointed or any proceeding is demanded by, for or against the other under any provision of the Federal Bankruptcy Act or any amendment thereof. Upon termination, Tredyffrin/Easttown School District may procure, upon such terms as it shall deem appropriate, services similar to those so terminated. Vendor shall continue performance of this Agreement to the extent not terminated.
- I. TERMINATION FOR CONVENIENCE. Tredyffrin/Easttown School District may terminate this contract at any time for any reason by giving at least thirty (30) days’ notice in writing to the awarded vendor(s). Such termination shall not be deemed a breach of contract. Tredyffrin/Easttown School District agrees to pay the vendor(s) for all unpaid invoices and uncompensated staff time and expenses up to the date of termination. The vendor must provide a detailed statement of any uncompensated staff time and expenses.

**END OF SECTION**

## **DIVISION 1 - GENERAL REQUIREMENTS**

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### **Section 1 - SUMMARY OF THE WORK**

- A. The work includes but is not limited to:

**Conestoga High School Athletic Fields Project for the Tredyffrin/Easttown School District**

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- C. The location of the project is:

**Conestoga High School  
200 Irish Road  
Berwyn, PA 19312**

## **Section 2 - CUTTING AND PATCHING**

- A. Each Prime Contractor shall be responsible for the proper fitting of work in place, and for coordination with other Prime Contractors, subcontractors, and Owner's contractors in the proper fitting and building-in of said contractor's work with that of other contractors, subcontractors and with existing conditions.
- B. The Contractor shall form any holes, chases, recesses, and openings in building construction and finish materials, for existing, new or relocated plumbing, heating, electrical, special equipment, and all other utilities or building appurtenances. This shall include verification of data, which may be indicated dimensionally on the Drawings, as well as chases and openings required, but not shown. Generally stated, the Contractor who requires such penetrations to be made shall be responsible for making the penetration and sealing around the new, or relocated utility after installation, and to repair the wall/floor/grade to original condition. In all instances where cutting is required, the Contractor shall inform the Engineer/Architect in advance. No cutting will be permitted which endangers the stability or the structural quality of the building.
1. The exception is that any openings required in the roof or exterior building envelope shall be the responsibility of the General Contractor, and shall be performed by a technician (roofing subcontractor, mason and/or sealant subcontractor) who is skilled and experienced in the required trade.
  2. Layout of openings to be completed by the Prime Contractor installing the new work and must coordinate with the General Contractor.
  3. See also the Technical Sections (024119 & 070151) of these specifications for additional information. Take special note of roofing information for requirements of this trade.
  4. With regards to holes cored through exterior building envelope, the General Contractor shall not complete more than (1) hole in each exterior envelope system prior to review from Owner or Architect.

## **Section 3 - DEMOLITION**

- A. Description of Work:
1. The extent of demolition is described herein and shown on the Drawings.
  2. Demolition includes removal and disposal of demolished materials, rubbish, abandoned equipment, flotsam and jetsam, etc., in the area of new construction, renovations and sitework; removal of miscellaneous fixed items presently located on the building site; and excavation for structures as shown on the Drawings.
  3. Any work, which extends past the Contract Completion Date, and is duly subject to liquidated damages, and coincides with the school session, shall be scheduled as approved by the owner. Additionally, it must conform to the regulations of Tredyffrin Township.
  4. It is the intent that the Contractor will remove all items or equipment which will impede or restrict providing a space, surface or area as it was intended to be, or for the work of another contractor,

subcontractor or Owner. This will include pipes, conduits, angles, dirt, debris, equipment, etc., even though they may not be exposed or shown on the Drawings.

B. Responsibilities of Contractors - Demolition: The project includes renovations of the existing building and equipment. As clearly as possible, demolition responsibility is divided as follows:

1. Where required, demolition of electrical conduits, and other items described in Division 26, which are considered in the trade to be a part of electrical construction shall be demolished and removed from the site by a licensed electrical contractor.
2. Demolition of ducts, fans, radiators, pumps, boilers, etc., and other items described in Division 23, which are considered in the trade to be a part of mechanical or HVAC construction, shall be demolished and removed from the site by the mechanical contractor.
3. Demolition of plumbing fixtures, piping, valves, etc., which are considered in the trade to be a part of plumbing construction, shall be demolished and removed from the site by the plumbing contractor.
4. When demolition is inferred, described or drawn as a necessary step to provide for the renovations, then this shall be included in the related contract.
5. Interior and exterior walls, ceilings, soffits, partitions, stairs, floors, building appurtenances etc., shall be demolished and removed from the site by the General Contractor. It is the intent that this includes all material considered, in the trade, to be a part of general construction.
6. Chases, holes, openings, etc., required by any of the subcontractors, in existing construction, shall be opened, closed and reinforced by the contractors requiring the opening, except that any openings in the existing roof, roof deck, and building envelope shall be made and closed by the General Contractor and roofing subcontractor. See also Section 2 of these General Requirements.
8. Routes of ingress and egress, for bringing in materials and equipment and for removal of rubbish from areas in the existing site where renovation work is in progress, shall be subject to the restrictions of and in accordance with the instructions of the Architect and Owner and strictly in accordance with local and state laws and ordinances, and all authorities having jurisdiction.
9. Pollution Controls: Contractors shall use water sprinkling, temporary enclosures, sweeping compounds, exhaust fans and other suitable methods to limit the amount of dust and dirt rising and scattering in the air to the lowest practical level. Temporary enclosures, for containing dust, dirt and debris must conform to requirements of authorities having jurisdiction. No additional compensation will be paid for complying with this provision.
10. Contractors shall comply with governing regulations pertaining to environmental protection. Water will not be used when it may create hazardous or objectionable conditions such as ice, flooding or pollution.
11. Contractors shall clean adjacent areas and improvements of dust, dirt, and debris caused by demolition operations, related to their scope of operations, as directed by the Architect, and return adjacent areas to conditions existing prior to the start of the work. Such cleaning shall occur daily.
12. Except where indicated otherwise on the Drawings and specifications, or materials, or items of equipment to be retained by the Owner, all dismantled materials shall become the property of the Contractor and shall be removed from the premises in accordance with all laws, codes and regulations, and all authorities having jurisdiction. Recycling of materials and equipment not expressly required is strongly recommended.
13. Demolition may proceed in any safe, feasible manner.
  - a. Masonry walls shall be demolished in small sections. Remaining sections will be properly braced during the work and at the end of each day.
  - b. Windows and door frames shall not be removed until the work has progressed down to their elevation in the walls.
14. Any contractor operating in the area of an existing utility line or any operating service line shall be responsible for maintenance of that line during the operation or relocation in order to avoid interruption in operation. Any break in any line will be repaired according to the requirements of the code or the utility company by the contractor responsible for the break. All contractors doing excavating or demolition should carefully investigate the areas to be excavated or demolished prior to beginning the work. Contact **Pennsylvania One Call System, Inc., 800-242-1776**, a

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minimum of three days prior to any digging operation, to locate underground utility lines, per Pennsylvania Law. It is the responsibility of the contractors doing the work to accurately locate all existing lines.

15. Refer to related sections of the Specifications for further information on this phase of the work.
16. Where demolition is performed and surfaces are left uneven, with holes, unpainted, or any other blemish, the contractor doing the demolition will be required to patch and repair that area to an equal level of finish, color and texture as the surrounding surfaces. The work must be performed by a contractor skilled in that trade.
17. Contractors responsible for protection of existing building elements that are to remain. Contractors responsible for costs to repair any damaged building elements to remain. Each Prime contractor responsible for protection of existing conditions within their scope of work, unless otherwise identified on the drawings or specifications.
  - a. *When temporary flooring protection (for existing or new construction) is required for the scope of work or when dictated by owner or architect, contractor is required to provide (at a minimum) Masonite protection board with taped seams for floor protection, at no extra cost to the owner. Contractor responsible for installation and removal of temporary floor protection.*

#### Section 4 - PERMITS, LICENSES, AND CERTIFICATIONS

- A. The **owner** shall apply for and procure all applicable permits and licenses and give all notices necessary for the commencement of their work. It shall be the Owner's responsibility to pay for a local "building" permit, which will be obtained from and required by the Tredyffrin Township. The contractor shall be required, however, **to coordinate with owner**. All other permits and contractor registration fees and licenses shall be obtained and paid for by the contractors. The contractors are responsible for contacting the Township and Chester County to determine all permits, licenses, applications, etc. which are required as part of this project.

#### Section 5 - PROJECT MEETINGS

- A. Regular job progress meetings will be held weekly, at which the Contractor shall be present, for the purpose of coordinating the work. If particular subcontractors would add needed information at a meeting, then that subcontractor should be present. The contractors' representative attending these meetings shall be fully authorized to represent said contractor in the matters brought before the meeting and shall have a full understanding of the field activities of both the contractor's own forces and those of the contractor's subcontractors. The Architect may, at the Architect's discretion, require each contractor to be represented by both their project manager and their construction superintendent (foreman). The Architect shall publish minutes of the meeting and distribute them to all interested parties.
- B. **All Prime Contractors** shall submit in writing at each job meeting a list of work completed during the previous week, or time period between job meetings, and the work proposed to be completed during the subsequent week. Any and all verbal instructions from the Architect received by the Contractor during the week should be noted on the Contractor's set of drawings and brought up at the next meeting to become a matter of record.
- C. A job information sheet will be given to the Contractor at the pre-construction meeting, which will cover minor responsibilities of the Contractors such as number of submissions, emergency numbers, procedures, etc., as noted in these General Requirements and the Supplementary General Conditions contained in these Specifications.

#### Section 6 - JOB SITE ADMINISTRATION

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- A. Access to the construction sites shall be as directed by the Owner and the Township. If necessary for safety, movable barricades to be furnished by the General Contractor and used by the contractors. Establishing and maintaining this access will be the responsibility of the General Contractor.
1. Contractors will be required to sign-in and sign-out when entering or leaving the site.
  2. The District has a Security Guard assigned to each School. Every day Security Guard will validate Background Checks, have contractors sign-in, Issue and ID that must be returned at end of day
- B. It is the intent that at times when the contractors are not reliably represented on the site, they shall be responsible for securely closing all openings and for locking any other possible means of access which are being used in connection with their construction contract.
- C. Offices, sheds, toilets, lay down areas, etc., shall not be located without prior approval of the Owner and Architect. All supplies and/or equipment delivered to the site must be stored, according to the manufacturer's written recommendations, outside the existing building unless prior approval is granted by the Owner and the Architect. The storage of supplies and/or equipment must be carried out so as not to void warranties, and to protect from damage and vandalism.
- D. Work Area: The Contractor shall keep his operations and storage of materials within as small an area at any one time as is feasible. He shall meet with the Architect and Owner to establish the work area and notify them and receive their approval for any required changes. It shall be the Contractors' responsibility to study the proposed schedule included in the Contract Documents and make the necessary allowances and preparations for safe operations. Any relaxation of this schedule must be agreeable to the Owner, Contractor and Architect.
- E. The Contractor shall be responsible for the behavior of such Contractor's workmen. Inappropriate language will not be tolerated and will be cause for removal from the project. Contractor social interaction with students will not be tolerated and will be cause for removal from the project. Use of "Boom Box" radios will not be allowed. Smoking is not permitted in or on school district property.
- F. Notice to the Owner shall be made and all provisions agreed upon before commencing any movement of men or materials, or performance of any of the work outside of the protected limits. Normal traffic area must remain unobstructed, and any required change in these travel patterns must be worked out with the Owner and Township beforehand.
- G. Except for Second-Shift hours, provided for the in the contract, the Contractor must reimburse the Owner and Owner's Representative for security beyond the normal work hours, 7:00 AM through 3:30 PM, Monday though Friday. See Section 12 of the Instructions to Bidders.
- |              |                                |               |
|--------------|--------------------------------|---------------|
| The cost is: | Monday through Friday          | \$64.00 /hour |
|              | Saturday, Sunday, and Holidays | \$85.00/hour  |
- H. Contractor's shall provide a list of phone numbers where the job superintendent and two responsible members of the organization can be reached in an emergency by the Owner or the Architect. These contact numbers shall include 24 hour, 7 days per week contacts for use in an emergency. If contractor does not respond to an emergency, the Owner reserves the right to respond and charge the Contractor for any costs incurred by the School District.
- I. Each Prime Contractor shall maintain a full-time site superintendent throughout the entire course of construction (from the start of the work through completed punch list), and who shall be present on site at all times the Contractor's staff, subcontractors, or other Prime Contractors' staff or subcontractors are present. The Contractor shall maintain the same superintendent from the start of the project until finished closeout. Regular contractor's job site superintendent and work staff must sign in and out daily with the Owner's representative.

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1. Each Prime Contractor shall keep a written log showing the condition of the existing building, daily weather conditions, condition of the new work, and schedule of progress. In addition, this log shall include lists of workmen on site, identified by trade. This log shall be available to the Owner upon request at any time throughout the work and shall be included in the Closeout Materials provided at the end of the job.
2. Shop drawing log requirements are described below.
3. Weekly Superintendent meetings.

J. Contractors to submit a "Request for Shutdown" to Owner 7 days in advance, via email.

#### **Section 7 - CONSTRUCTION SCHEDULE**

- A. The **General Contractor** will be responsible for producing and distributing a comprehensive project schedule, within 2 (two) weeks after the Award of the Project, to the Owner, the Architect, and to all other Prime Contractors. All contractors must review the schedule and incorporate their schedules on the General Contractor's master. A final schedule, revised by the General Contractor, will be derived from this input, and distributed to the parties noted above, no later than 4 (four weeks) after Award of the Project. Schedule Updates to be provided on a weekly basis.
- B. **All Prime Contractors** shall provide a list of subcontractors, subsubcontractors, material suppliers and/or installers, and proposed dates for submissions of shop drawings. The list of subcontractors shall be submitted within two weeks of the contract award.
- C. A shop drawing schedule will be required of each Prime Contractor, to indicate length of delivery time, any long lead items, submission date, a reasonable turn around time, and expected delivery date of the product and approximate date(s) for incorporation into the work.
- D. Each Prime Contractor shall maintain a Daily Log of construction activities, entrance and commencement of trades on site, deliveries, and agreements made. Notation shall be included of inspections made by authorities having jurisdiction, or by the Owner's inspection and testing agency. In addition, when there are items for which time and materials calculations must be determined, the Daily Log shall reflect the time for each workman expended directly to address the item.
- E. Though not a part of the work schedule, the Contractors are advised that all work occurring on or after **October 23, 2025**, and subject to liquidated damages, shall be performed on Second Shift, 3:30pm to 11:00 pm at no additional cost to the Owner.
- F. Primes working overtime and shift work is at Prime Contractors expense and not additional cost to TESP; including work performed after substantial completion
- G. Project Coordinator will prepare a preliminary combined Contractors' construction schedule for entire Project, which is included in the Contract Documents. Project Coordinator shall create a detailed CPM schedule.
  1. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
  2. Refer to Specification Section 01041 – Project Coordination Multiple Primes Contracts for additional information.
- H. When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain

compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.

#### **Section 8 - CONSTRUCTION NOISE CONTROL**

- A. As defined by Township Ordinance

#### **Section 9 - SHOP DRAWINGS, SAMPLES, & SPECIFICATIONS**

- A. Shop drawings required by Article 4 of the General Conditions shall be checked, dated, stamped and signed by the submitting contractor prior to issuing them to the Architect/Engineer. When submitted, the contractor asserts that they conform to measurements at the site, the requirements of the contract documents, and the requirements of all trades whose work must be coordinated with that shown on the Drawings.
- B. Emphasis shall be on the expediting of shop drawings of long delivery items and early installation work, so that no delays will occur. Work covered by shop drawings shall not be started until final review has been made, is given by the Architect/Engineer, and the final, reviewed shop drawings are in the hands of the Contractor.
- C. Any omission by the Architect during the shop drawing review does not relieve the Contractor from conforming with the Contract Documents, Codes, laws and Manufacturer's Requirement.
- D. Submissions shall provide all information for a product to be completely and successfully ordered. All required information, including, but not limited to, samples, color samples of actual material (printed colors are not acceptable), textures, patterns, specifications, drawings, warranties, installation instructions, safety data sheets, etc., must be provided at the time of first submission.
- E. A current set of shop drawings and submittals with the Architect's approval stamp will be kept at the site at all times.
- F. The superintendent shall read the Specifications carefully in advance of the entry of the trade and/or material on the job. Each Prime Contractor shall provide Specifications for their Subcontractors' use. Superintendent shall confirm that Subcontractors have read Specifications prior to the starting of their work.
- G. All manufacturer's specifications should be kept on file at the job site. Provide material safety data sheets on all applicable products.
- H. See also Section 01330 – Submittal Procedures of these Specifications.

#### **Section 10 – INSPECTIONS & TESTING**

- A. The **Owner** will engage testing agencies for Environmental, Concrete and Steel Testing and Inspection, **as required**.
- B. Each Prime Contractor will provide Pre-Construction testing of materials **if required**, other than listed above.

#### **Section 11 - LAYOUT DATA**



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- A. Before ordering material or doing any work, **the Contractor shall verify all measurements & elevations at the site.** No extra compensation will be allowed because of difference between actual measurements and dimensions shown, but such difference shall be referred to the Architect/Engineer for consideration before proceeding with the work.

#### **Section 12 - PARKING**

- A. Contractor's employees' cars shall be parked in a location approved by the Owner of the site. The contractors who park on the street, if allowed, shall be considerate of the residential neighbors who are paying for the project. All local parking regulations will be adhered to.

#### **Section 13 - TEMPORARY ELECTRICITY**

- A. Refer to Specification **Section 011200** – Project Coordination Multiple Primes Contracts for additional information.
- B. Electrical Contractor shall extend electric service to a point convenient to each of the areas in which work will be performed. This location may be within the area of construction or immediately outside the area; in any case, it shall be a location acceptable to the General Contractor. The service to be provided, unless otherwise specifically mentioned in the Contract Specifications, shall be as required by for the equipment and as available from the existing facilities. This service shall be installed within three days after written request have been made to the electrical contractor, but a contractor requiring such service.
- C. Electrical Contractor to provide and pay for all maintenance, servicing, operation, and supervision of lines.
- D. Electrical Contractor to provide temporary wiring throughout the building, properly insulated and installed in a safe and workmanlike manner and per applicable codes. All maintenance for the system throughout the project shall be included.
- E. Electrical Contractor to provide 120V four plex GFCI receptacles every 40 feet each floor, at a minimum. Receptacles shall conform to NEC and rules and regulations prescribed by OSHA as well as other agencies having jurisdiction. When such codes or regulations are inconsistent, the more stringent will prevail.
- F. Electrical Contractor shall extend electrical service to all construction and owner's trailers on the site as determined during the first job meeting.
- G. In addition to the electrical service provided for above, the electrical contractor shall install one work light in each room and shall service the lights and supply lamps as required.
- H. Temporary lighting and power should be provided in each phase within 5 days.
- I. When the electrical lines and temporary lighting are no longer required, they shall be removed.

#### **Section 14 - TEMPORARY HEAT, COOLING, VENTILATION**

- A. Refer to Specification **Section 011200** – Project Coordination Multiple Primes Contracts for additional information.
- B. Each Prime Contractor is responsible for temporary heating, cooling, and ventilation as needed for their scope before weathertight enclosure of *entire* building is complete. Usage charges are responsibility of each prime. Where forbidden by codes and safe construction standards, temporary heating equipment fuels shall not be stored within the 'buildings'. Adequate temporary heating level must be maintained as per

manufacturers requirements, but no temporary heating units can be left unattended while they are within the buildings or accessible by residents or students.

- C. Mechanical Contractor is responsible for temporary heating, cooling, and ventilation after *weathertight enclosure of entire* building is complete and Owner will pay utility-use charges.
- D. The use of new heating or HVAC units for temporary heat or cooling will not be permitted, unless given written approval by the Architect, engineer and owner. If this approval is granted, the equipment will be maintained by the contractor. *Filters* will be changed on a weekly basis and the warranty for the unit and its components will not start until the substantial completion date. All ducts and the unit will be cleaned at the end of the job to the satisfaction of the owner.

#### **Section 15 - TEMPORARY WATER**

- A. Plumbing Contractor to provide and maintain temporary water service from existing building for use during construction. Contractor shall provide two (2) ¾" hose bib connections. Locations to be coordinated with needs of all primes. Remove temporary waters service back to the source when directed by Owner and/or Architect.
- B. The source of the water shall be coordinated and approved by the owner.
- C. Electrical Contractor to provide all heat tracing associated with the Temporary Water as specified in plumbing primes scope of work.

#### **Section 16a – TEMPORARY FIELD OFFICE**

- A. The GC Prime Contractor shall provide a field office construction trailer. The trailer shall be setup prior to the start of construction and removed after the completion of construction. At a minimum, the trailer shall be/include:
  - 1. Single wide (14'x45') with Furniture
  - 2. Large conference room for project meetings
  - 3. Steps and skirting
  - 4. Additional trailers acceptable with owner and architect approval.
  - 5. Heat and Cooling
- B. Each Prime contractor may place up to 1 field office trailer, if necessary. Primes must submit request to owner/architect for approval.
- C. All trailer sizes, interior layout, and position on site to be reviewed by owner and architect prior to delivery and installation.
  - 1. The Electrical Contractor shall provide temporary electric service for all field office trailers. This shall be provided within 3 days of installation of trailer. Remove the temporary service at the completion of the project when directed by Owner and/or Architect.

#### **Section 16 - TEMPORARY SANITARY FACILITIES**

- A. The Contractors will not be allowed to utilize the toilet facilities at the school. The General Contractor shall provide temporary toilet facilities, and in a location agreeable to the Owner and the Township and complying with State and Local laws and Board of Health.
  - 1) Maintain, service and clean facilities on a regular basis but not less than twice per week.
  - 2) Quantity of toilets facilities shall be sufficient for use by all contractors and subcontractors' personnel.

### **Section 17 – TELEPHONE CONTACT**

- A. Each Prime Contractor shall furnish cell phone contact information for their Project Manager and Field Site Superintendent, and Foreman at a minimum.

### **Section 18 - PROJECT IDENTIFICATION**

- A. Provide Project signs as indicated. Unauthorized signs are not permitted.
  - 1. Identification Signs: Provide Project identification signs as indicated on Drawings.
  - 2. Temporary Signs: Provide other signs as indicated and as required to inform public and individuals seeking entrance to Project.
    - a. Provide temporary, directional signs for construction personnel and visitors.
  - 3. Maintain and touchup signs so they are legible at all times
- B. No nameplates, signs, bills, advertising or displays will be allowed at the site under construction.

### **Section 19 - CONSTRUCTION FENCES**

- A. Laydown and Storage areas must be securely enclosed with a minimum of 6' high chain-link fence. Location shall be coordinated with the Owner and shall be acceptable to Authorities Having Jurisdiction. Each Prime Contractor shall be responsible for securing and paying for fencing. To the extent possible, Contractors are asked to work together to limit the amount of fencing required.

### **Section 20 - TREE AND PLANT PROTECTION**

- A. No existing vegetation shall be cut, pruned, tied or removed unless and until the approval of the Owner is obtained. The contractors shall be held responsible for any such damage as a result of his contract. The Architect/Engineer shall determine responsibility for plant damage, and therefore who shall replace or restore the damaged tree or shrub. It is the Owner's intent that existing trees be carefully protected in the area of construction. Each Prime Contractor shall be responsible for protection associated with scope of work with a sound, rigid fence as described in the landscape documents. Lawns damaged by construction activities shall be repaired with sod and established by the Contractor before turning over to the owner.

### **Section 21 - PRODUCTS**

- A. Proprietary Articles - In such case where fixtures, materials, or appliances of a special brand are specified without specifically stating that an approved equal may be substituted for them, it shall be understood that articles which are, in the opinion of the Architect/Engineer, of a quality necessary to meet the specifications, or superior in every respect to the originally specified fixture, material or appliance, may be substituted for them upon the written request by the Contractor and written consent by the Architect/Engineer. See also Section 16 of the Instructions to Bidders, and Section 22 below.
- B. Manufacturers' Specifications - Mention of a product by a specific name shall imply application of the manufacturer's specifications, except where more stringent specifications are mentioned elsewhere. A copy of the manufacturers' specifications, which apply shall be kept available at the job site. This shall include association specifications having bearing upon related work and work at the site but may be excluded where such qualifications concern only shop-made materials.

- C. Substitution of Alternative Materials - To the extent deemed necessary by the Architect/Engineer, producers of alternative materials will be required to furnish samples, literature, test and performance data, record of their installation, names of owners, Architect/Engineers, contractors and subcontractors as references, statement of current financial condition, and any other appropriate technical information. Refer to Instructions to Bidders, Section 16, for the procedure to be used for submission of Substitutes, and to Section 22 below.

## **Section 22 - STANDARDS OF QUALITY**

- A. Standards of quality are established by description, by reference to trade names, or by reference to manufacturers' names. The various materials and products specified in this specification by name or description are given to establish a standard of quality and of cost for bid purposes.
- B. Where the term "or alternatives of the quality necessary to meet the specifications" may occur it acknowledges the presence of many similar products, unknown or known but not named, which may receive consideration by the Architect/Engineer where an advantage to the Owner might result, such as lower cost, better quality, better color selection, better delivery, or other particulars. Do not base value of the work upon products not named in such instances. Consideration of such alternative products will be given based on difference in contract price where a price difference exists.
- C. These provisions are intended to place all bidders on an equal footing; it is not intended to make the documents restrictive, but rather to establish an absolute minimum standard.

## **Section 23 - CLEANING UP**

- A. Cleanup is to receive constant attention from start to finish.
1. Each Prime Contractor shall be responsible for securing and paying for dumpsters and trash bins as required for the disposal of demolition and construction debris during the project. To the extent possible, Contractors are asked to work together to limit the quantity of dumpsters required on site at any one time, however, each Prime Contractor remains responsible for the debris of its trade.
    - a. The Project Coordinator shall be responsible to coordinate the layout of the construction yard built on site, for exterior material storage, contractor offices, dumpsters, etc. The Project Coordinator shall receive space needs within the yard from all other Prime Contractors and shall issue a coordination drawing to the Owner, Architect, and other Prime Contractors, for the purpose organizing the use of this area and for maintaining this area as small as possible on site.
- B. The Contractors are responsible to remove Debris and Trash to the dumpster daily.
1. Owner to notify contractors in writing regarding any failure to clean up site accordingly. If the Contractor fails within seven (7) days after written notice from Owner to correct failures, the Owner may correct, remedy or complete such deficiency. All direct and indirect costs of the Owner exercising such rights shall be charged against the Contractor in an amount verified by the Architect and a Change Order shall be issued incorporating (a) the necessary revisions in the Contract Documents and (b) a reduction in the Contract sum.
- C. The Contractors shall protect all surfaces, fixtures and equipment in the area of the work, from dust and debris. If required, the contractor shall clean such surfaces, fixtures and equipment, at the conclusion of the work or intermittently as directed by Owner and/or Architect.
- D. The Contractors shall protect all exterior surfaces subject to damage by work vehicles, construction trailers, and/or materials storage. Any damage to hardscape (asphalt, concrete, etc.) and/or lawns and landscape,

shall be repaired by the responsible Contractor to a condition equal to, or better than the original, undamaged surface, and at no additional cost to the Owner.

#### **Section 24 – STRUCTURAL OR MEP DEFECTS**

- A. Contractors shall report in writing to the architect any structural, mechanical or electrical defects that are exposed.
- D. No corrective work shall take place before the solution is reviewed with the Architect.

#### **Section 25 - EXPOSED MEP COMPONENTS**

- A. Any and all mechanical, electrical, and plumbing that is to be exposed in any occupied and/or furnished space shall require written approval from the Architect prior to its installation. The Architect will further direct the location, attachment method, and finish treatment, that these components require as a result of being approved to be exposed.

#### **Section 26 - RETAINAGE**

- A. Retainage on completed work shall be made on each monthly payment in the amount of ten (10%) percent of the amount due the Contractor until 50% of the contract is completed.
- B. When the Contract is fifty (50%) percent completed, the retainage on completed work thereafter on each monthly payment shall be in the amount of five (5%) percent of the amount due the Contractor; provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding.
- C. Provided, however, that in the event that a dispute arises between the contracting body and the prime contractor, which dispute is based upon increased costs claimed by the Prime Contractor occasioned by delays or other actions of others, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a bond satisfactory to the contracting body to indemnify such contracting body against the claim. However, all such monies retained by the contracting body may be withheld from the Contractor until substantial completion of the Contract.

#### **Section 27 - TOUCH-UP AND REPAIR**

- A. It is the responsibility of the Contractors to walk the project with the Owner and the Architect prior to the start of any work in an area to establish the existing conditions prior to any possible damage. Damage to a part of the existing project, which was not present at the start, which will remain, will be repaired or replaced by the Contractor doing the damage at no cost to the Owner.

#### **Section 28 - ACT 287**

- A. In accordance with Commonwealth of Pennsylvania Act 287, the Contractor must notify the appropriate underground utility companies at least 72 hours before any excavation is begun. See Section 3, Paragraph B, Item 14, of this General Requirements for the Pennsylvania One Call System, Inc. information.

**Section 29 - PUMPING AND BAILING**

- A. The Contractor will be responsible for removing accumulations of water at all times from the work while the work is in progress, regardless of whether caused by nature, accident, or otherwise. The water must be removed promptly and continuously, if necessary, in order to maintain the progress of all contractors.

**Section 30 - WEATHER AND PROTECTION OF WORK**

- A. The Contractor shall furnish and maintain proper protection for his work, existing facilities, and new and existing materials from damage by cold or inclement weather or windstorm, and if, in the opinion of the Architect/Engineer, any of the work or Contractor's materials, or other portions of the building, shall have been damaged or injured by reason of Contractor's failure to provide such protection, such damage or injury shall be rectified by that Contractor at his own expense (less any amount collectible under any insurance coverage in effect). There shall be no limit to the scope of this protection.

**Section 31 - EQUAL OPPORTUNITY**

- A. Prime Contractors and all subcontractors, performing any portion of the work, shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin. Contractor shall take affirmative action to ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religion, color, sex or national origin. Such action shall include, but not be limited to, the following: employment, demotion or transfer; recruitment of recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractors agree to post in conspicuous places, available to employees and applicants for employment, notices setting forth the policies of non-discrimination.
- B. Contractor and all subcontractors shall in all solicitations or advertisements for employees placed by them or on their behalf, state the all qualified applicants will receive consideration for employment without regard to race, religion, color, sex or national origin.

**Section 32 - PUBLIC WORKS EMPLOYMENT VERIFICATION ACT REQUIREMENTS**

- A. The Contractor and every subcontractor performing work under the contract shall utilize the E-Verify Program (EVP) operated by the United States Department of Homeland Security to electronically verify the employment eligibility of each new employee hired after January 1, 2013.
- B. The Contractor, as a precondition of the contract, shall submit the Public Works Employment Verification Form to the District along with its Payment Bond, Performance Bond, Certificates of Insurance and Form Contract.
- C. Every subcontractor shall submit a completed Public Works Employment Verification Form to the District prior to performing work on the Project.
- D. During the term of the Contract, each new employee hired by the Contractor, regardless of whether the employee will be working onsite or offsite of the Project, shall be verified within 5 business days of his or her start date.
- E. During the Project, a new employee hired by a subcontractor, regardless of whether the employee will be working onsite or offsite of a public work or otherwise, shall be verified within 5 business days of his or her start date.

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- F. Subcontracts between the Contractor and its subcontractors and between subcontractors of any tier and their subcontractors are required to contain notification of the applicability of the Act, information regarding the use of EVP and reference to the Department's web site at [www.dgs.state.pa.us](http://www.dgs.state.pa.us) to obtain a copy of the Form.
- G. The Contractor and all subcontractors shall cooperate with the Department during an investigation or audit arising under the Act.
- H. The Contractor and every subcontractor shall maintain documentation of continued compliance with the Act by utilizing the EVP for new employees hired throughout the duration of the public work contract.

### **Section 33 - AS BUILT DRAWINGS AND CLOSE OUT BINDERS**

- A. All required documentation shall be furnished to the Owner and Architect in electronic form, in addition to the paper copy described below. Provide all information on USB Drive (2 total).
- B. It will be necessary to produce "As-Built" drawings, at completion of the project, in order to receive final retainage monies. The necessary sets of base drawings will be furnished by the Owner to the contractor for **(1) one set** of such "As-Built" drawings.
- C. The Contractor will be responsible for documenting their respective work as well as their subcontractors' work. A job record of material delivery dates, commencement of significant installations, and other job issues shall be turned over to the Owner at the completion of the project.
- D. The Contractor shall always keep said contractor's project drawings up to date, marking final location data on them in colored pencil or ink. When requested, they shall mark all location and dimension data on a clean set of base drawings and send them to the Architect, certifying on the prints that the information shown has been verified and found correct. At the conclusion of the project, the Contractor will turn over to the Architect the original record set of field verified "As built" drawings and one exact copy.
  - 1. The Contractor shall mark the cover sheet of the "As-Built" set of drawings with their company name, address, phone number and website address, as well as with the title, "Contractor's As-Built Drawings".
- E. At the conclusion of the project the Contractor shall turn over to the Owner **one (1) three-ring binder** containing the following materials:
  - a. Written warranties on all equipment and material.
  - b. Specification sheets provided by manufacturers for all equipment and material (same as final, approved submittal).
  - c. Equipment and material maintenance manuals.
  - d. Final project accounting report indicating all change orders and final costs.
  - e. Executed Release of Liens.
  - f. See also General Conditions, Item 9.10.2 for additional Closeout Requirements.

### **END OF GENERAL REQUIREMENTS**