

ADDENDUM GC-1R 01

To: GC-1R Bidders

Project Name: Additions and Renovations to:
Hillsdale Elementary School
725 West Market Street
West Chester, PA 19382

Prepared for: West Chester Area School District
782 Springdale Drive,
Exton, PA 19341

Date: 12.06.2024

Notice to General Construction GC-1R Contractors rebidding the Additions and Renovations to: Hillsdale Elementary School. This Addendum is to amend or clarify the Contract documents as follows:

GENERAL:

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

- G. STANDARD OF QUALITY: The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. **In general**, it is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified but rather to describe the minimum standard, **except where listed without the following clause**. When proprietary names are used, they shall generally be followed by the words "or alternatives of the quality necessary to meet the specifications". Where proprietary names are used and are not followed by a clause similar to that listed above, the contractor is limited to providing that specified product to keep a standard product already established by the School District. A bid containing an alternative which does not meet the specifications may not be accepted, but, if an award is made to the bidder, the bidder will be required to replace any alternatives which do not meet the specifications at no additional cost. The intent of the bid documents is based on this STANDARD OF QUALITY and not to be proprietary in nature in any way.

SPECIFICATIONS

- 1.01 Specification Section 00 2113_A701-2018 - INSTRUCTIONS TO BIDDERS; **REVISED** sections 4.1.3 and 4.2.3 (attached).
- 1.02 Specification Section 101419 – DIMENSIONAL LETTER SIGNAGE; **REVISED** sections 3.4, removed items A, B and D and made changes to item C (attached).
- 1.03 Specification Section 102226 – OPERABLE PANEL PARTITIONS; **ADDED** in its entirety. Section listed in TOC but was not included rebid specification volume 02

DRAWINGS

- 2.01 Drawing, none issued.

BIDDERS QUESTIONS

- 3.01 **Question: Estimate**
May we have an expected estimate of cost?
Pennsylvania Builders Exchange Dec 03, 2024 9:21 AM
Response: *Estimated Contract Value for GC-1R is \$9,000,000 - \$9,500,000 and as noted on the Pennbid project portal under Estimated Contract Value.*
- 3.02 **Question: Required Documents**
On the Bid Form and the PennBid submission page, they list that the "AIA A305 2020 Qualification Statement" is to be submitted with the bid. There is no mention of "Bidders Qualifications" document 004513 on the bid form, nor on PennBid. To clarify, this document is not to be submitted with the bid?
L.J. Paolella Construction Dec 03, 2024 2:41 PM

Response: Provide Bidder's Qualifications as indicated in specification 00 2113_A701-2018 – INSTRUCTIONS TO BIDDERS Section 4.3.7 BID INCLUSIONS item e) Contractor's Qualification Statement. Specification 00 4513 BIDDER'S QUALIFICATIONS and AIA A305-2020 CONTRACTORS QUALIFICATION STATEMENT were included in the GC REBID Volume 1 specifications. Bidder Qualification information should be uploaded in the "Upload Bidder Qualifications Statement Here" link in the PennBid portal.

3.03 Question: Major Subcontractors

What document is to be submitted with the bid for Major Subcontractors? Under what tab should this be submitted on PennBid?

L.J. Paoella Construction Dec 03, 2024 2:43 PM

Response: Provide required information as outlined in AIA Document A201 – 2017, section 5.2.1 for Major subcontractors. Required Major subcontractors' information should be listed on page 3 of the Bid Form and uploaded in the "Upload Bid Form, Addendum Acknowledgement & Major Subcontractors Form Here" link in the PennBid portal.

3.04 Signage Questions

1) The specification only has a section Dimensional Letter signage (101419). On the last page, section 3.4 goes into specifics on what is required and where they are located. When reviewing the drawings, however, the only letters indicated are Item C Shown on A202 Detail 2, A403 Detail 3 and A533 details 3 and 4. None of the other letters are indicated on any elevation and Item D (letters at exterior site sign) are supposed to be shown on Drawing A853, which does not exist in the set. What is the actual quantity of letters and locations?

2) Speaking specifically about the one set of letters shown, who is responsible for the Stainless Steel post and tube railing that the sign mounts on? It seems to me that it would need to be furnished by the miscellaneous metal contractor since it needs to be welded to the decking of the roof prior to the final roof being installed. The sign contractor would then provide the letters mounted to a channel (in multiple sections) that would be mechanically fastened to the 1" x 1" stainless steel tube railing. Of course some kind of membrane (be it paint or something else) would need to be on the inside of the channel to protect against interaction between the dissimilar metals. Do you agree with this assessment?

3) There isn't a specification for interior signage even though signs are shown on the corridor elevations at every room. Should we just figure a standard type of sign?

Twining Construction Co., Inc. Dec 05, 2024 12:53 PM

Response:

1. Items A, B and D in section 3.4 Signage Schedule are to be deleted. Items C. is to be revised as follows.

C. "HILLSDALE ELEMENTARY SCHOOL" 12" high, 1/2" thick letters at Entry Lobby. Reference partial building elevation A202 drawings for location and additional information.

2. No exception is taken to the statement.

3. Interior signage is to be furnished by the owner and Installed by contractor as noted on interior elevations as (OF/CI).

3.05 Request AWI Waiver for Casework Certification

Requesting the AWI Waiver for the following highlighted item. We are a member of the AWI Program, we are not certified.

L.J. Paolella Construction Dec 06, 2024 1:40 PM

Response: AWI certification will be waived.

3.06 Request for AWI Wavier for Certification of Casework

3-D is requesting a AWI Waiver for the following highlighted item. We are a member of the AWI Program, we are not certified. SECTION 064020 - INTERIOR ARCHITECTURAL WOODWORK 1.6 QUALITY ASSURANCE A. Fabricator Qualifications: A firm experienced in producing and installing architectural woodwork similar to that indicated for this Project and with a record of successful inservice performance, as well as sufficient production capacity to produce required units. B. Quality Standard: Unless otherwise indicated, comply with AWI's "Architectural Woodwork Quality Standards" for grades of interior architectural woodwork, construction, finishes, and other requirements. 1. Provide AWI Quality Certification Program Certificate indicating that woodwork complies with requirements of grades specified. 2. Comply with AWI Sections. 3. The Contract Documents contain selections chosen from options in the quality standard and additional requirements beyond those of the quality standard. Comply with such selections and requirements in addition to the quality standard.

L.J. Paolella Construction Dec 06, 2024 1:50 PM

Response: AWI certification will be waived.

ATTACHMENTS

General:

Pre-bid Meeting Agenda – Schradergroup

Pre-Bid Meeting Sign-in Sheet

Specifications:

00 2113 A701-2018	INSTRUCTIONS TO BIDDERS
101419	DIMENSIONAL LETTER SIGNAGE
102226	OPERABLE PANEL PARTITIONS

END OF ADDENDUM

DRAFT AIA® Document A701™ – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

«Hillsdale Elementary School Additions and Renovations»
«725 W Market Street
West Chester, PA 19382

THE OWNER:

(Name, legal status, address, and other information)

«West Chester Area School District»«»
«782 Springdale Drive
Exton, PA 19341»

THE ARCHITECT:

(Name, legal status, address, and other information)

«Schrader Group Architecture LLC
555 E. North Lane
Suite 5100, Building D
Conshohocken, PA 19428
«Telephone Number: (215) 482-7440»
«Fax Number: (215) 482-7441»

TABLE OF ARTICLES

- 1 DEFINITIONS
- 2 BIDDER'S REPRESENTATIONS
- 3 BIDDING DOCUMENTS
- 4 BIDDING PROCEDURES
- 5 CONSIDERATION OF BIDS
- 6 POST-BID INFORMATION
- 7 PERFORMANCE BOND AND PAYMENT BOND
- 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

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

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

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612™-2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

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ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (~~General, Supplementary and other Conditions~~), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents. Firm-Bid period is defined as the amount of time that the Bidder guarantees to hold his Bid or forfeit their Bid Bond. The firm-bid period starts with the opening of the Bid and ends when one of the following occurs:

- a. Owner rejects bids,
- b. An Agreement is executed, or
- c. Time period, and extensions of time periods, described in Subparagraph 6.2 expire.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents. The words Bid(s) and Proposal(s) have the same meaning when used in the Invitation to Bid and Instructions to Bidders.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

§ 1.10 Timely Manner: Timely Manner shall mean within the time limits defined in the Bidding or Contract Documents, or in the absence thereof, within the days or by the date directed by the Owner in writing. As time is of the essence to this Project, failure to submit, perform, or complete a task in a timely manner may be sufficient reason for the Owner (at his sole discretion) to declare a Bidder as non-responsive, or declare that a Contractor is in breach of Contract. Unless specifically stated otherwise, the term day(s) shall refer to calendar day(s).

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

§ 2.1.1 The Bidder is required to examine carefully in detail the character of the Site of the Project, the Contract Documents and all other matters pertinent to the Work contemplated. By submitting a Bid, the Bidder indicates that he has satisfied himself as to the conditions to be encountered, the character, quality, and quantities of Work to be done and materials as to be furnished, and the requirements of the Contract Documents. No allowance or concession will be made for the lack of such information on the part of the Contractor.

.1 Bidder shall ascertain all governmental and utility requirements with respect to wage scales and rates, trench and structure excavations, tunnel construction, blasting equipment, materials, labor, safety and sanitation and shall base his bid prices on full compliance therewith.

§ 2.1.2 Each Bidder, prior to submission of a proposal, shall have satisfied himself that the necessary labor and equipment can be secured and that the materials he proposes to use will comply with the requirements and can be obtained by him in the quantities and at the time required. He shall familiarize himself with labor conditions which may affect or influence the performance of the Work.

§ 2.1.3 The failure or omission of any Bidder to receive or examine any form, instrument, document, or visit the site and acquaint himself with existing conditions, shall in no way relieve any Bidder from obligation with respect to his Bid. By submitting a Bid, the Bidder agrees and warrants that he has examined the site and the Specifications and Drawings, and, where Specifications require in any part of the Work a given result to be produced, that the Specifications and Drawings are adequate and the required result can be produced under the Specifications and Drawings. The Drawings and Specifications are to provide for the complete construction of the Project and are intended to complement and supplement each other. Any work required by either of them and not by the other shall be performed as if denoted both ways. Should any work be required which is not denoted in the Specifications or on the Drawings because of an obvious omission but which is nevertheless necessary for the proper performance of the Project, such work shall be performed as fully as if it were described and delineated. Should any Bidder find discrepancies, duplications or omissions in the documents or have doubt as to the meaning expressed by the documents, he shall make inquiry at once, in writing to the Owner.

§ 2.1.4 Review Meeting: Upon receipt and opening of the bids, the apparent low Bidder for each contract may be required to attend a separate review meeting; at a time and location designated by the Owner to review the Project.

§ 2.1.5 Bidder's Qualifications – Bidders are required to meet the following minimum requirements in order to bid this Project:

- .1 Bidder must have a minimum of three (3) years' experience in public school construction.
- .2 Bidder shall not have any school project within the last 3 years that was completed more than three months beyond the contract required Substantial Completion Date, or remains incomplete more than three months beyond the contract required Substantial Completion Date.
- .3 Bidder must have completed a project of at least 75% of the value bid for this project.
- .4 Bidder must not have been terminated from a previous project for any reason.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein. **NO REFUNDS WILL BE GIVEN FOR ANY PURCHASED DOCUMENTS.** Bidding Documents can be obtained at no cost on PennBid at <https://pennbid.bonfirehub.com/>. The contractor bidding the solicitation agrees to PennBid's Terms and Conditions and understands unless awarded a contract under this submission there are no fees. There are also no fees associated with bidding the project for awards less than \$23,200. If awarded a contract under this solicitation greater than \$23,200, the contractor agrees to pay the PennBid award fee of 1/3 of % (.0033) of the contract value for Fixed Fee Contracts or 1/16th of 1% (.00166) of the contract value for Term Contracts plus tax. Minimum award fee is \$1.00. All fees are capped. Contractor acknowledges acceptance of the PennBid agreement as part of their registration and use of the Program.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

« »Refer to Specification Section 00 1113 – Advertisement for Bids.

~~§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper~~

documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

~~§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.~~

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing via the "Ask a Question" feature in PennBid and shall be received by the Architect at least seven days prior to the date for receipt of Bids. Bids, or in accordance with the last date for questions stipulated in the Contract Documents.
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

« »All questions or requests for clarification must be submitted in writing via the "Ask a Question" feature in PennBid.

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Addenda will only be issued via the PennBid portal. Bidders who have registered with and downloaded documents from PennBid will be notified by email when an addendum has been posted. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.1.1 Bidders are responsible for providing bids based upon named manufacturers, model numbers, system descriptions and basis of design materials named in the Contract Documents. Substitutions will only be accepted after review and approval by the Owner and Architect/Engineer.

§ 3.3.1.2 After award of contract, if a substitution request is submitted for consideration, the Prime Contractor shall be responsible for coordinating that substitution request with each of the other Prime Contractors verifying that the substitution request will have no impact on the other Prime Contractors' scopes of work. The Prime Contractor shall be responsible for verifying what impact the substitution request will have on the contract time and sum. The Prime Contractor shall be responsible for the Architect/Engineer's and Owner's costs for the following, but not limited to redesign, updating permits, coordination with the Owner's vendors, personnel or separate contracts.

§ 3.3.1.3 Evaluation of Comparable Products: In addition to the basis-of-design product description, product attributes and characteristics may be listed to establish the significant qualities related to type, function, in-service performance and physical properties, weight, dimension, durability, visual characteristics, and other special features and requirements for purposes of evaluating comparable products of additional manufacturers named in the specification. Manufacturer's published attributes and characteristics of basis-of-design product also establish salient characteristics of products for purposes of evaluating comparable products.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents. Refer to Specification section 01 60 00.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.3.6 The Bidder shall comply with the Procedures of Section 01 60 00 for submitting requests for substitutions prior to receipt of Bids.

§ 3.3.7 Where proprietary items are specified for a material in this Project, Bidders will not be permitted to bid alternative manufacturers. Such proprietary items will be marked with "No Alternates Accepted".

§ 3.4 Addenda

§ 3.4.1 Addenda will be posted on PennBid and transmitted by email via a Public Notice to Bidders who have registered with and downloaded documents from the PennBid portal. ~~known by the issuing office to have received complete Bidding Documents.~~
(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

« »Addenda will be posted on PennBid.

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued via a Public Notice on PennBid no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt ~~in~~ on the Bid Form. Failure to acknowledge addenda shall not release Bidder from the obligation of his proposal.

§ 3.4.5 Addenda will only be issued via the PennBid portal. The Architect/Engineer does not assume any responsibility for issuing addenda to Bidders who obtained the addenda from any other source. ~~purchasing additional drawings and specifications beyond the first set. Addenda will only be sent only to those who are official planholders.~~ Bidders who have registered with and downloaded documents from PennBid will be notified by email when an addendum has been posted.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted electronically in PennBid ~~on~~ in the forms format included with ~~or identified in the Bidding Documents.~~ Documents, via PennBid.

§ 4.1.2 All blanks on the bid form shall be legibly executed and uploaded to the appropriated designated areas. A Bid price must be indicated for each section, bid item, alternate, adjustment unit price item, and unit price item listed therein. ~~Paper bid forms shall be executed in a non-erasable medium.~~

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern. In case of discrepancy, the amount entered in words shall govern. Any discrepancy between the Bid Form uploaded with the submission and the amounts entered into the PennBid system shall be grounds for rejection of the Bid at the Owner's discretion.

§ 4.1.4 ~~Edits to entries made on paper bid forms must be initialed by the signer of the Bid.~~

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter "No Change" or as required by the bid form.

~~§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder's refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.~~

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent's authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:
(Insert the form and amount of bid security.)

« »Every bid for each contract for which bids are invited by the Invitation for Bids must be accompanied by Bid Security in the amount of 10% of the base bid. Bid Security shall be in the form of a certified bank cashier's or certified treasurer's check payable to the Owner, or a Bid Bond in the form included in these Contract Documents naming the Owner as Obligatee.

§ 4.2.1.1 The Owner may declare the Bid Security forfeited to the Owner as liquidated damages if, after Notice of Intent to Award and within the firm bid period, the Bidder, as the apparent lowest responsible Bidder, fails to:

- a) Deliver to the Owner within 10 days the completed Performance Bond and Payment Bond as required by these Contract Documents or,
- b) Deliver to the Owner within the prescribed time the properly executed counterparts of the construction agreement and all evidences of insurance as required by these Contract Documents.

§ 4.2.1.2 The Bid Security for the three (3) lowest responsible Bidders will be retained until the Owner executes the Agreement for the Prime Contract on which the Bidder submitted a Bid. The Bid Security of three (3) lowest responsible Bidders for each Contract will be returned unless forfeited as mentioned above when one of the following occurs:
An Agreement is executed by Owner.

- a) An Agreement is executed by the Owner.
- b) The rejection by the Owner of all Bids.
- c) The expiration of the firm bid period, unless extended by the Bidder in writing.

§ 4.2.1.3 Surety Bond is used for the Bid Security. It shall be written on the enclosed Bid Bond form only, and the Attorney-in-fact who executes the Bond on behalf of the Surety shall affix to the Bond a certified and current copy of his power of attorney. Surety Bonds in any other form will be rejected.

- .1 The Bid Bonds shall be obtained from a company having a minimum rating of "A-" or above in the **Best Key Rating Guide**, latest edition.
- .2 Failure to submit the enclosed Payment and Performance Bonds in the time frame stipulated may cause the Bidder's Bid to be rejected and the Bid Security forfeited.

§ 4.2.1.4 Bidders are required to submit their requests to the Owner for the return of their bonds.

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. ~~In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.~~

§ 4.2.3 ~~If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney in fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located. Document 00 4313 – Bid Security Form must be completed in its entirety as part of the bid submission. The bid security amount must be provided in both written-out and numerical representations. Failure to provide monetary amounts in both written-out and numerical representations shall be grounds for rejection of the Bid at the Owner's discretion.~~

§ 4.2.4 ~~The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning « » days after the opening of Bids, withdraw its Bid and request the return of its bid security.~~

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

« » In accordance with the rest of this Section.

§ 4.3.2 Bids must be submitted electronically via PennBid at <https://pennbid.bonfirehub.com>. ~~Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.~~

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids, submission via the PennBid portal.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.3.6 Each Bidder shall furnish along with the Bid Form a statement from Surety certifying that Surety Company shall provide the Bidder with Performance Bond and Payment Bond, in the full amount (100%) of the awarded contract amount, should the Bidder be awarded the Work. The Agreement of Surety shall be dated, signed, and sealed by an authorized officer of the company. Surety shall be licensed to transact business in the Commonwealth of Pennsylvania and appear on the Treasury Department's most current list (Circular 570).

§ 4.3.7 BID INCLUSIONS: Each Bidder shall furnish along with the Bid Form the following documents completed in their entirety, signed and notarized at the time of bid:

- a) Bid Security
- b) Non-Collusion Affidavit
- c) Certification from Surety guaranteeing issuance of Performance Bond (in accordance with 7.1.1 of this Document)
- d) Certification from Surety guaranteeing issuance of Payment Bond (in accordance with 7.1.1 of this document)
- e) Contractor's Qualification Statement

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may withdraw, alter or otherwise modify the proposal within PennBid submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within ~~two days~~ 48 hours, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:
(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

« »The Bid Security will be returned.

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders. Unless stated otherwise in the Advertisement or Invitation to Bid, the properly identified Bids received on time will be publicly opened and will be read aloud. An abstract of the Base Bids and Alternates may be made available to Bidders at a later date.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids. A Bid not accompanied by a required Bid Security or by other data required by the Bidding Documents, or a Bid which is in any way incomplete or irregular is subject to rejection.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a ~~Contract~~ all Contracts to the lowest responsive and responsible Bidder for each Separate Contract, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

§ 5.4 Lowest Responsive and Responsible Bidder

§ 5.4.1 The Contract, if awarded, will be awarded to the "lowest responsive and responsible Bidder" and in accordance with statute. The Owner shall have the right to determine which alternates, if any, shall be included in the final determination. The add or deduct amounts of any alternates selected by the Owner shall be included in a consistent manner in all bid tabulations.

§ 5.4.2 In the event two or more bids are equal, the Owner has the absolute discretion to award the Contract to either Bidder. The Owner reserves the right to award the Work in any manner deemed to his best interest, to accept any Bid, to reject any or all Bids, to accept or reject any or all alternates, and to waive informalities in Bids if it is in the Owner's best interest to do so. The Owner reserves the right to reject the Bid of any Bidder who in the judgment of the Owner is not in position to perform the Contract.

§ 5.4.3 The Bids are to include all labor, materials, accessories, equipment, incidentals, supervision and all other costs of any nature as shown, specified, indicated, and required to complete the Project, as well as alternate bid items as may be

requested for full and total completion of the Work. These prices are important and must be carefully stated when Bids are submitted on the bid forms such as included in these Specifications.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

~~Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.~~

§ 6.1.1 In determining the lowest responsible Bidder, the Owner will consider the Bidder's integrity, efficiency, financial responsibility, experience, and ability to successfully, fully and promptly complete the Project. Each Bidder is required to submit a current Contractor's Qualification Statement (AIA Document A305), and the additional qualifying information requested in this document for the purpose of such qualification process. The Bidder's qualifications shall be submitted with the bid or prior thereto.

§ 6.1.2 The Owner may make such investigation as is deemed necessary to determine the ability of the Bidder to perform the Work according to the requirements of the Contract Documents. The Owner reserves the right to reject any Bid if the evidence submitted by, or as a result of investigation of, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Contract. Conditional or provisional bids will not be accepted.

§ 6.1.3 Minimum qualifications for bidding this Project include those listed in subparagraph 2.1.5.

§ 6.1.4 Provide information required under Specification Section 00 3500 – Certification of Contractor's Qualifications.

§ 6.2 Owner's Financial Capability

~~A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.~~

§ 6.2 Contract Award Procedure, Submission of Bonds, and Execution of Agreement

§ 6.2.1 ANTICIPATED SCHEDULE: The following is the anticipated time schedule for the execution of the agreements: Bids Received: On the date stated in the Invitation to Bid. Notice of Intent to Award: Within 30 days after bid receipt. Submit Insurance certificates, bonds, agreements executed and returned within 10 days after notice of Intent to Award. Notice to Proceed: Within 10 days of returning executed agreements with bonds and insurances. Begin Construction: Within 10 days of Notice to Proceed. Complete Construction: By the Date Stated in Specification Section 01 1100 – Summary of the Work.

§ 6.2.2 Contractors are to expedite the signature of all agreements and the satisfactory provisions of all Bonds and Insurances to meet this schedule. Time is of the essence in this project. If the Owner is unable to meet the above schedule for whatever reason, then the following procedures will apply:

- .1** The Owner may, at any time during the **75 day** firm-bid period, unless extended as provided by law following the opening of Bids, give Notice of Intent to Award any Contract to the Bidder designated by the Owner as the apparently lowest responsible Bidder for such contract. The Bidder so designated shall furnish to the Owner (by delivery to the Architect/Engineer unless the Owner's Notice of Intent to Award designated a different place of delivery) within 10 days after the date of the Notice of Intent to Award a properly executed Performance Bond and Payment Bond in the respective forms set forth in these Contract Documents.
- .2** If the Bidder fails to deliver such Bonds within 10 days the Owner may declare the Bidder's Bid Security forfeited and issue a Notice of Intent to Award to the next lowest responsible Bidder.
- .3** The Owner may, in its sole discretion, award the Contract to said Bidder following receipt of said properly executed Bonds, at any time before the expiration of the aforesaid firm-bid period.

§ 6.2.3 Neither the designation of an apparently lowest responsible Bidder, the Notice of Intent to Award given to the Bidder so designated shall operate to release the next two lowest Bidders from their Bid for such contract. Each such other Bidder (unless earlier released from his Bid by specific action of the Owner) shall remain bound by his Bid until either (i)

the Owner has actually executed the construction Agreement with another Bidder or, (ii) the firm-bid period has expired without the Owner having, prior to such expiration, given notice of intent to award such Contract to him.

§ 6.2.4 If Notice of Intent to Award the Contract is given to any Bidder (whether said Bidder be the Bidder first designated as the apparently lowest responsible Bidder or a Bidder subsequently so designated) within firm-bid period, the Bid of said Bidder shall remain subject to acceptance by the Owner (and said Bidder's Bid Security shall remain subject to forfeiture) notwithstanding the subsequent expiration of said firm-bid period.

§ 6.2.5 Extensions of the firm bid period for the lowest responsible Bidder may be made by the mutual written consent of the Owner and lowest responsible Bidder.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

§ 6.4 Certificates of Insurance

§ 6.4.1 Insurance certificates shall be submitted in the amounts listed in the Owner and Contractor Agreement, and in a form acceptable to the Owner in a timely manner.

§ 6.4.2 The Contractor's Insurance carrier shall have a financial rating of A-, or better. Submit evidence from an independent source such as A.M. Best of the insurance carriers rating in a timely manner.

§ 6.4.3 Failure to submit insurance certificates, or evidence of the insurance carrier's rating, in a timely manner may be sufficient reason for the Owner to declare the Bidder non-responsive and award the Contract to the next lowest responsible Bidder.

§ 6.4.4 Failure of the insurance carrier to meet the financial rating specified above may be sufficient reason for the Owner to declare the Bidder non-responsive and award the Contract to the next lowest responsible Bidder.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

~~§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.~~

~~(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)~~

«—»

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. ~~If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.~~

~~§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.~~

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

§ 7.2.5 Performance and Payment Bonds: A Bidder who is designated by the Owner as an apparent lowest responsible Bidder shall, in the manner and within the time specified in Article 6, Paragraph 6.2, deliver to the Owner a properly executed Performance Bond and Payment Bond.

§ 7.2.6 Performance and Payment Bonds for the project shall be written on the forms bound within the Specifications, no other forms of bonds will be acceptable. The use of AIA Document A312, Performance Bond; Labor and Material Payment Bond **will not** be permitted. Each such Bond shall be executed by a surety company legally authorized to do business in the Commonwealth of Pennsylvania. The Bidder shall pay all premiums in respect of such Bonds. The date of the Agreement of the Bond form shall be left blank and will be filled in when the Owner executes the Agreement. The Performance and Payment bonds shall be obtained from a company having a minimum rating of "A-" or above in the Best Key Rating Guide, latest edition. The amount of the bond shall be exclusively for this project and not part of a shared pool with other projects.

§ 7.2.7 Performance and Labor and Material Payment Bonds: The Contractor shall provide a Performance Bond and a Labor and Material Payment Bond, each in the amount of 100% of the Contract price, before the award of the Contract. (Sections 756 and 757 of the Public School Code of 1949 as amended, and the Public Works Contractors Bond Law of 1967).

§ 7.2.8 The surety company executing any such Bond must be included in the listing of acceptable sureties contained in Treasury Department Circular 570, as most-currently revised, and the amount of the Bond must not exceed the underwriting risk for such surety set forth in said Circular or revision thereof.

§ 7.2.9 If the Owner terminates the Contract with the Contractor and it is determined that the Contractor has forfeited the Performance Bond, the Owner **will not approve** the bonding company's use of the terminated contractor to complete the Project.

§ 7.2.10 The obligations of the Contractor and surety under the Performance Bond and the Payment Bond will include a one (1) year correction period obligation from the Approval of Final Certificate of Payment as contained in Subparagraph 18.2 of the Owner and Contractor Agreement.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« »

- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« » See Specifications Section 00 6113.13 – Performance Bond Form, Section 00 6113.16 – Payment Bond Form, AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor Article 8, Subparagraph 8.5, and AIA Document A201™–2017, General Conditions of the Contract for Construction Article 11.

- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.

(Insert the complete AIA Document number, including year, and Document title.)

« »

- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013.)

« » N/A

- .5 Drawings

Number

CS.1 through FP102.2

Title

Date

- .6 Specifications

Section

Volume 1, 2 and 3

Title

Date

Pages

- .7 Addenda:

Number

As Issued

Date

Pages

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

(Insert the date of the E204-2017.)

« » N/A

[« »] The Sustainability Plan:

Title

N/A

Date

Pages

[« »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
N/A			

- .9 Other documents listed below:
(List here any additional documents that are intended to form part of the Proposed Contract Documents.)



ARTICLE 9 MISCELLANEOUS PROVISIONS

§ 9.1 Examination of Site

§ 9.1.1 Each bidder shall visit the site of the proposed work and shall be responsible to observe and ascertain, to his satisfaction, all local conditions which may be encountered or affect the performance of the Work. The building/site will be available for inspection at the time of the Prebid and as arranged with the Owner. **Contact the West Chester Area School District Capital Programs Department at 484-266-1250 for additional site visits.** Site inspections shall be scheduled at the convenience of the Owner.



SECTION 101419 - DIMENSIONAL LETTER SIGNAGE

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Cutout dimensional characters.

1.3 ACTION SUBMITTALS

- A. Product Data: For each type of product.
- B. Shop Drawings: For dimensional letter signs.
 - 1. Include fabrication and installation details and attachments to other work.
 - 2. Show sign mounting heights, locations of supplementary supports to be provided by others, and accessories.
- C. Samples: For each type of exposed component, and exposed finish.
- D. Delegated-Design Submittal:
 - 1. Include structural analysis calculations for signs indicated to comply with design loads; signed and sealed by the qualified professional engineer responsible for their preparation.

1.4 INFORMATIONAL SUBMITTALS

- A. Qualification Data: For Installer.
- B. Sample Warranty: For special warranty.

1.5 CLOSEOUT SUBMITTALS

- A. Maintenance Data: For signs to include in maintenance manuals.

1.6 QUALITY ASSURANCE

- A. Installer Qualifications: An entity that employs installers and supervisors who are approved by manufacturer.

1.7 WARRANTY

- A. Special Warranty: Manufacturer agrees to repair or replace components of signs that fail in materials or workmanship within specified warranty period.
 - 1. Failures include, but are not limited to, the following:
 - a. Deterioration of finishes beyond normal weathering.
 - b. Separation or delamination of sheet materials and components.
 - 2. Warranty Period: Five years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 PERFORMANCE REQUIREMENTS

- A. Delegated Design: Engage a qualified professional engineer, to design sign structure and anchorage of dimensional character sign types to withstand design loads as indicated on Drawings.

2.2 DIMENSIONAL CHARACTERS

- A. Cast Characters: Characters with uniform faces; square-cut, smooth, eased edges; precisely formed lines and profiles.
 - 1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
 - a. ACE Sign Systems, Inc.
 - b. APCO Graphics, Inc.
 - c. A. R. K. Ramos Signage Systems.
 - d. Gemini Incorporated.
 - e. InPro Corporation.
 - f. Nelson-Harkins Industries.
 - g. Southwell Company (The).
 - h. Berry and Homer, Inc.
 - 2. Character Material: Sheet or plate aluminum.
 - 3. Character Height: As indicated on Schedule below.
 - 4. Thickness: As indicated on Schedule below.

5. Finishes: Anodized aluminum, color to be selected by Architect.
6. Mounting: Concealed studs at exterior conditions; standoffs at interior conditions.

2.3 DIMENSIONAL CHARACTER MATERIALS

- A. Aluminum Sheet and Plate: ASTM B 209 (ASTM B 209M), alloy and temper recommended by aluminum producer and finisher for type of use and finish indicated.

2.4 ACCESSORIES

- A. Fasteners and Anchors: Manufacturer's standard as required for secure anchorage of signage, noncorrosive and compatible with each material joined, and complying with the following:
 1. Use concealed fasteners and anchors unless indicated to be exposed.
 2. For exterior exposure, furnish nonferrous-metal, stainless-steel or hot-dip galvanized devices unless otherwise indicated.
 3. Exposed Metal-Fastener Components, General:
 - a. Fabricated from same basic metal and finish of fastened metal unless otherwise indicated.
 4. Sign Mounting Fasteners:
 - a. Concealed Studs: Concealed (blind), threaded studs welded or brazed to back of sign material, screwed into back of sign assembly, or screwed into tapped lugs cast integrally into back of cast sign material, unless otherwise indicated.
- B. Bituminous Paint: Cold-applied asphalt emulsion complying with ASTM D 1187.

2.5 FABRICATION

- A. General: Provide manufacturer's standard sign assemblies according to requirements indicated.
 1. Mill joints to a tight, hairline fit. Form assemblies and joints exposed to weather to resist water penetration and retention.
 2. Comply with AWS for recommended practices in welding and brazing. Provide welds and brazes behind finished surfaces without distorting or discoloring exposed side. Clean exposed welded and brazed connections of flux, and dress exposed and contact surfaces.
 3. Conceal connections if possible; otherwise, locate connections where they are inconspicuous.
 4. Provide rebates, lugs, and brackets necessary to assemble components and to attach to existing work. Drill and tap for required fasteners. Use concealed fasteners where possible; use exposed fasteners that match sign finish.

- B. Brackets: Fabricate brackets, fittings, and hardware for bracket-mounted signs to suit sign construction and mounting conditions indicated. Modify manufacturer's standard brackets as required.

2.6 GENERAL FINISH REQUIREMENTS

- A. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.
- B. Appearance of Finished Work: Noticeable variations in same piece are not acceptable. Variations in appearance of adjoining components are acceptable if they are within the range of approved Samples and are assembled or installed to minimize contrast.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of signage work.
- B. Verify that sign-support surfaces are within tolerances to accommodate signs without gaps or irregularities between backs of signs and support surfaces unless otherwise indicated.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

- A. General: Install signs using mounting methods indicated and according to manufacturer's written instructions.
 - 1. Install signs level, plumb, true to line, and at locations and heights indicated, with sign surfaces free of distortion and other defects in appearance.
 - 2. Before installation, verify that sign surfaces are clean and free of materials or debris that would impair installation.
 - 3. Corrosion Protection: Coat concealed surfaces of exterior aluminum in contact with grout, concrete, masonry, wood, or dissimilar metals, with a heavy coat of bituminous paint.
- B. Mounting Methods:
 - 1. Concealed Studs: Using a template, drill holes in substrate aligning with studs on back of sign. Remove loose debris from hole and substrate surface.

- a. Masonry Substrates: Fill holes with adhesive. Leave recess space in hole for displaced adhesive. Place sign in position and push until flush to surface, embedding studs in holes. Temporarily support sign in position until adhesive fully sets.

3.3 ADJUSTING AND CLEANING

- A. Remove and replace damaged or deformed characters and signs that do not comply with specified requirements. Replace characters with damaged or deteriorated finishes or components that cannot be successfully repaired by finish touchup or similar minor repair procedures.
- B. Remove temporary protective coverings and strippable films as signs are installed.
- C. On completion of installation, clean exposed surfaces of signs according to manufacturer's written instructions, and touch up minor nicks and abrasions in finish. Maintain signs in a clean condition during construction and protect from damage until acceptance by Owner.

3.4 SIGNAGE SCHEDULE

- A. ~~“HARES HILL ELEMENTARY SCHOOL” 30” high, 2” thick letters at exterior front entry on Gymnasium wall. Reference Elevation series drawings for location.~~
- B. ~~“HARES HILL ELEMENTARY SCHOOL” 18” high, ¾” thick letters at Entry Lobby C100. Reference Elevation series drawings for location.~~
- C. ~~“HARES HILL~~ **HILLSDALE** ~~ELEMENTARY SCHOOL” 12” high, ½” thick letters at reception area~~ **Entry Lobby**. Reference ~~Interior~~ **partial building** elevation A202 series 800 drawings for location **and additional information**.
- D. ~~“HARES HILL ELEMENTARY SCHOOL 900 HARES HILL ROAD” letters at exterior site sign. Reference A853 for dimensions.~~

END OF SECTION 101419

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SECTION 102226 - OPERABLE PANEL PARTITIONS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Manually operated, individual panel operable partitions.
 - 2. Manually operated, paired panel operable partitions.
- B. Related Sections include the following:
 - 1. Division 05 Sections for primary structural support, including pre-punching of support members by structural steel supplier per operable partition supplier's template.
 - 2. Division 06 Sections for wood framing and supports, and all blocking at head and jambs as required.
 - 3. Division 09 Sections for wall and ceiling framing at head and jambs.

1.3 QUALITY ASSURANCE

- A. Installer Qualifications: An experienced installer who is certified in writing by the operable partition manufacturer, as qualified to install the manufacturer's partition systems for work similar in material, design, and extent to that indicated for this Project.
- B. Acoustical Performance: Test operable partitions in an independent acoustical laboratory in accordance with ASTM E90 test procedure to attain no less than the STC rating specified. Provide a complete and unedited written test report by the testing laboratory upon request.
- C. Preparation of the opening shall conform to the criteria set forth per ASTM E557 "Standard Practice for Architectural Application and Installation of Operable Partitions."

1.4 SUBMITTALS

- A. Product Data: Material descriptions, construction details, finishes, installation details, and operating instructions for each type of operable partition, component, and accessory specified.

- B. Shop Drawings: Show location and extent of operable partitions. Include plans, sections, details, attachments to other construction, and accessories. Indicate dimensions, weights, conditions at openings, and at storage areas, and required installation, storage, and operating clearances. Indicate location and installation requirements for hardware and track, including floor tolerances required and direction of travel. Indicate blocking to be provided by others.
- C. Setting Drawings: Show imbedded items and cutouts required in other work, including support beam punching template.
- D. Samples: Color samples demonstrating full range of finishes available by architect. Verification samples will be available in same thickness and material indicated for the work.

1.5 DELIVERY, STORAGE, AND HANDLING

- A. Clearly mark packages and panels with numbering systems used on Shop Drawings. Do not use permanent markings on panels.
- B. Protect panels during delivery, storage, and handling to comply with manufacturer's direction and as required to prevent damage.

1.6 WARRANTY

- A. Provide written warranty by manufacturer of operable partitions agreeing to repair or replace any components with manufacturing defects.
- B. Partition Warranty period: Three (3) years from date of shipment.
- C. Suspension System Warranty: Ten (10) years from date of shipment.

PART 2 – PRODUCTS

2.1 MANUFACTURERS, PRODUCTS, AND OPERATIONS

- A. Basis-of-Design Product: The design for operable panel partitions is based on products by Modernfold, Inc., Greenfield, IN. Subject to compliance with requirements, provide the named product or a comparable product by one of the following:
 - 1. Hufcor, Janesville, WI
 - 2. Panelfold, Inc., Miami, FL.
- B. Products: Subject to compliance with the requirements, provide the following product:
 - 1. Acousti-Seal #932 manually operated paired panel operable partition.

2.2 OPERATION

- A. Acousti-Seal #932: Series of paired flat panels hinged together in pairs, manually operated, top supported with operable floor seals.
- B. Final Closure:
 - 1. Acousti-Seal #932: Horizontally expanding panel edge with removable crank.

2.3 PANEL CONSTRUCTION

- A. Operable Panels
 - 1. Nominal 4.25-inch (108mm) thick panels in manufacturer's standard 51-inch (1295mm) widths. All panel horizontal and vertical framing members fabricated from minimum 16-gage formed steel with overlapped and welded corners for rigidity. Top channel is reinforced to support suspension system components. Frame is designed so that full vertical edges of panels are of formed steel and provide concealed protection of the edges of the panel skin.
 - 2. Panel skin shall be:
 - a. Roll-formed steel wrapping around panel edge. Panel skins shall be lock formed and welded directly to the frame for unitized construction. Acoustical ratings of panels with this construction minimum:
 - 1). 56 STC.
 - 3. Hinges for Panels, Closure Panels, Pass Doors, and Pocket Doors shall be:
 - a. Full leaf butt hinges, attached directly to the panel frame with welded hinge anchor plates within panel to further support hinge mounting to frame. Lifetime warranty on hinges. Hinges mounted into panel edge or vertical astragal are not acceptable.
- B. Panel Trim: No vertical or horizontal trim required or allowed on edges of panels; minimal groove appearance at all panel joints.

2.4 PANEL FINISH

- A. Panel finish shall be:
 - 1. Markerboard: White enamel on steel, bonded to the face of the panel with horizontal trim without exposed fasteners. Trim is not acceptable on vertical edges to provide uninterrupted work surface.
- B. Panel Trim: Exposed panel trim of one consistent color:
 - 1. Selected from manufacturer's full range of colors.

2.5 SOUND SEALS

- A. Operable Panels:
 - 1. Vertical Interlocking Sound Seals between panels: Aluminum astragals, with tongue and groove configuration in each panel edge. Rigid plastic astragals are not acceptable.
 - 2. Horizontal Top Seals shall be Modernfold SureSet automatic operable top seals, manually operated top seals not required or permitted.
 - 3. Horizontal bottom floor seals shall be Modernfold Sureset bottom seal:
 - a. Modernfold SA2E Bottom Seal. Automatic bottom seals providing nominal 2-inch (51 mm) operating clearance with an operating range of +1/2-inch (13 mm) to -1-1/2-inch (38 mm) which automatically drop as panels are positioned and final closure made, without the need for tools or cranks.

2.6 SUSPENSION SYSTEM

- A. #17 Suspension System.
 - 1. Suspension Tracks: Track shall be structural aluminum. Static loading of track with brackets at 48-inch (1220 mm) centers shall show no failure of track or brackets at 5,000 pounds (2250 kg) point loading at mid-span. Track shall be supported by adjustable steel hanger brackets connected to structural support by pairs of 3/8-inch (9.5 mm) diameter threaded rods.
 - a. Exposed track soffit: Track soffit to be integral to track shape and shall be powder-coated off white paint finish. Track must accommodate termination of plenum sound barriers on both sides of track for maximum sound control.
 - 2. Carriers: One trolley in alternating panels with 3-inch (76.2 mm) diameter glass reinforced nylon, all steel precision-ground ball-bearing wheels. Steel wheeled or reinforced polymer trolleys on aluminum track not permitted. Trolleys shall attach to panels with 1/2-inch (12.7 mm) diameter pendent bolt mounted to welded steel mounting plate.

PART 3 – EXECUTION

3.1 INSTALLATION

- A. General: Comply with ASTM E557, operable partition manufacturer's written installation instructions, Drawings and approved Shop Drawings.
- B. Install operable partitions and accessories after other finishing operations, including painting have been completed.
- C. Match operable partitions by installing panels from marked packages in numbered sequence indicated on Shop Drawings.
- D. Broken, cracked, chipped, deformed or unmatched panels are not acceptable.

3.2 CLEANING AND PROTECTION

- A. Clean partition surfaces upon completing installation of operable partitions to remove dust, dirt, adhesives, and other foreign materials according to manufacturer's written instructions.
- B. Provide final protection and maintain conditions in a manner acceptable to the manufacturer and installer that insure operable partitions are without damage or deterioration at time of Substantial Completion.

3.3 ADJUSTING

- A. Adjust operable partitions to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Lubricate hardware and other moving parts.

3.4 EXAMINATION

- A. Examine flooring, structural support, and opening, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of operable partitions. Proceed with installation only after unsatisfactory conditions have been corrected.

3.5 DEMONSTRATION

- A. Demonstrate proper operation and maintenance procedures to Owner's representative.
- B. Provide Operation and Maintenance Manual to Owner's representative.

END OF SECTION 102226

GC-1R PREBID MEETING AGENDA

Client: West Chester Area School District

Project: Hillsdale Elementary School
Additions & Renovations
West Chester Area School District, West Chester, PA

Meeting Date: 04 December 2024

Meeting Time: 4:30 PM

Meeting Location: Hillsdale Elementary School,
725 W Market St, West Chester, PA 19382
Library (lower floor)

Meeting Topic: Mandatory Pre-Bid Meeting (attendees must sign in)

1. WELCOME AND PROJECT TEAM INTRODUCTION
 - a) Owner – West Chester Area School District (WCASD)
 - b) Design Team Members
 - Architecture/Structural Engineering – SCHRADERGROUP
 - Civil Engineering – T&M Associates
 - MPE Engineers – Snyder Hoffman Associates, Inc.
 - c) Issues discussed during pre-bid **ARE NOT CONTRACTUAL** unless affirmed in a formal addendum.
2. BIDDING REQUIREMENTS
 - a) Multi Prime Project with State of Pennsylvania Prevailing Wage Rates:
 - Contract No. GC-1R– General Construction
 - Contract No. PC-1, MC-1, EC-1, RC-1, SPC-1, SC-1 have been bid.
 - Refer to MULTIPLE CONTRACT SUMMARY, specification section 01 1200, for additional clarification.
 - b) Submission Requirements:
 - Fixed-price bids, clearly marked submitted through the PennBid Program.
 - **Bid Due Date:** Bids will be received online via the PennBid program (www.pennbid.net) by West Chester Area School District until 11:00 AM (prevailing time) on Friday, January 3, 2025.
 - Reference Section 00 4100.01 - Bid Form - General Construction for applicable forms.

Any discrepancy between the Bid Form uploaded with the submission and the amounts entered into the PennBid system shall be grounds for rejection of the Bid.

- Bid Bond: 10% of contract amount.
Bid Security Form must be completed in its entirety as part of the bid submission. The bid security amount must be provided in both written-out and numerical representations. Failure to provide monetary amounts shall be grounds for rejection of the Bid at the Owner's discretion.
- Bid Form must include acknowledgement of all addenda.
- c) Bidder Qualifications: Bidders must meet the minimum qualifications outlined in the Instructions to Bidders and related documents. Key requirements include:
 - A minimum of three (3) years of experience in public school construction.
 - Successful completion of projects valued at least 75% of the current project.
 - A record of at least three (3) prior school construction projects of similar scope.
 - Submission of financial documentation, including three years of financial statements, to establish financial responsibility.
 - Properly completed surety documentation, including Power of Attorney and agent information.Failure to meet these qualifications may result in disqualification at the District's discretion.
- d) Pre-bid RFI process: Questions from Bidders shall be submitted via the "Messages/Vendor Discussions" feature within PennBid. Questions will be accepted through Tuesday, December 17, 2024, at 12:00 PM (prevailing time).
- e) Pre-bid substitutions are NOT permitted. Per specification 01 6300 – Product substitutions section 1.3-C,2. Pre-bid substitutions are not permitted.

3. BID OPENING AND SCHEDULE

- a) **Bid Due Date:** Bids will be received online via the PennBid program (www.pennbid.net) by West Chester Area School District until 11:00 AM (prevailing time) on Friday, January 3, 2025, at which time they will be publicly opened via PennBid and read aloud at the Facilities and Operations Building, located at 1181 McDermott Dr, West Chester, PA 19380.
- b) Bids will be reviewed and a Notice to Proceed tentatively end of January 2025.
- c) Performance/Payment Bond (100% of contract with "A- "or better rating) – to be submitted by accepted bidder in each Prime contract prior to bid award.
- d) **Substantial Completion:** August 15, 2027.
- e) General Contractor is responsible for overall schedule coordination.

4. ADDENDA

- a) Final Addendum will be issued December 20, 2024.
- b) Issuance of addenda will occur electronically through the PennBid Program (www.pennbid.net).

5. REVIEW OF PROJECT SCOPE OF WORK

- a) Multi-phased Level 3 alteration of two story, 72,300 sf elementary school with multiple one-story additions totaling 7,490 including a new classroom wing, entrance lobby, storage rooms and a two-story egress stair.
- b) Project Phasing:
 - Incidental work related to preparations of Phase 1 may begin in April 2025 and must be completed outside of school operation hours.
 - Phase 1A: Summer 2025, start of construction June 20 – end of construction August 15.
 - Phase 1B: June 20, 2025 – end of construction June 19, 2026.
 - Phase 2A: Summer 2026, start of construction June 22 – end of construction August 15.
 - Phase 2B: June 22, 2026 – end of construction June 18, 2027.
 - Phase 3: Summer 2027, start of construction June 21 – end of construction August 15.
 - Substantial Completion: August 15, 2027.
 - Refer to project phasing drawings for additional clarification.
- c) Environmental Issues - A detailed environmental report identified several hazardous materials present in the building, which require appropriate handling and abatement during the project. Contractors are responsible for ensuring compliance with all applicable federal, state, and local regulations concerning asbestos, lead, PCBs, and other hazardous materials.
 - Asbestos: Asbestos-containing materials (ACM) were identified in specific floor tiles, mastic, and sink undercoating.
 - Lead: Lead-based paint (LBP) was detected on metal door frames, structural steel, and other surfaces.
 - PCB and Mercury: No PCBs were detected in tested caulk samples, but light ballasts and fluorescent tubes may contain hazardous materials like PCBs and mercury.
 - Other Hazardous Materials: Thermostats, transformers, and other equipment may contain hazardous materials.
- d) Contractor Parking, Staging and Storage of materials will be determined with the successful bidder by WCASD.
 - The site should remain secure at all times during construction.
 - Contractor to be cognizant of working hours and any Township noise ordinance.
 - Standard Policies (i.e. no smoking on school grounds, no profanity, etc.). The School District has a STRICT no alcohol, no drugs, no weapons, no tobacco, no vaping, no obscenity policy. Any violation shall be grounds for removal from site.
 - Make sure you review and comply with Contractors Qualifications.

- Acts 24, 34, 114, and 151 Compliance Requirement - Any personnel performing work on school-related property must adhere to the following clearances:

Act 151 (Pennsylvania Child Abuse History Clearance): All individuals working on the project must obtain clearance to confirm they have no history of child abuse.

Act 34 (Pennsylvania State Police Request for Criminal Records Check): A criminal background check is required to ensure that individuals have no disqualifying criminal convictions.

Act 114 (Federal Criminal History Record Information - FBI Fingerprinting): This check involves submitting fingerprints for a background check through the FBI. The goal is to ensure that no individual has a federal criminal history that would prohibit them from working in a school environment.

Act 24 (PDE Form 6004 - Arrest/Conviction Report and Certification Form): Employees must complete and submit PDE Form 6004, certifying whether they have been arrested or convicted of any crimes listed in Section 111(e) of the Pennsylvania School Code.

- All bidders are required to familiarize themselves with the project site and all bidding documents, including General Conditions and Requirements, Summary of Work, Temporary Facilities, etc. Submission of Bid acknowledges that bidder has done so.
- All bidders should familiarize themselves with the bid forms and the quantity allowances and unit pricing.
- Builders Risk is carried by the Owner, the contractor responsible will be liable to pay the policy deductible for any incident.
- The School District has a non-taxable status on all items that do not become a permanent part of the real estate. Please refer to the PA Sales and Use Tax Guide for clarification. The School District can provide tax exemption form if requested.
- Construction permits will be paid for by the School District including Building, HVAC, Plumbing, Electrical and Sprinkler permits. Any other fees or permits required by East Bradford Township (contractor licensing fees, inspection fees above the (initial) required building code inspections performed by Township personnel), etc., or any other governing agencies, are to be paid for by the Contractor who is responsible for the portion of the Work.

6. QUESTIONS

All scope questions must be submitted in writing through the PennBid portal for official response. Please post your questions via PennBid at your earliest convenience.

7. PROJECT SITE TOUR

Contractors will be escorted through the project site with/ by a design team representative.

END OF MANDATORY GC-1R PREBID MEETING AGENDA