

# PROJECT MANUAL

## GYMNASIUM AND OFFICE HVAC RENOVATIONS AT The Gauntlett Center 20 Media Line Road Newtown Square PA 19073

FOR

MARPLE NEWTOWN SCHOOL DISTRICT  
Administration Center  
40 Media Line Road  
Newtown Square, PA 19073

January 30, 2026



BONNETT MEDICA ASSOCIATES INCORPORATED  
ARCHITECTS • PLANNERS • ENGINEERS • PROJECT MANAGERS

1242 WEST CHESTER PIKE • UPPER FLOOR, SUITE 11  
WEST CHESTER, PENNSYLVANIA 19382 • TELEPHONE 610•368•6678

001115-INVITATION FOR BID

Sealed proposals will be received by the Marple Newtown School District, at the **Marple Newtown School District Administration Building** located at 40 Media Line Road, Newtown Square, PA 19073 until **2:00 PM, Thursday, February 19, 2026**, for furnishing all the materials and performing all of the work for:

GYMNASIUM AND OFFICE HVAC RENOVATIONS  
AT THE GAUNTLETT CENTER  
20 Media Line Road, Newtown Square, PA 19073  
FOR THE MARPLE NEWTOWN SCHOOL DISTRICT  
For the following prime contracts:  
General Construction  
Heating, Ventilation and Air Conditioning Construction  
Electrical Construction

The proposals will be publicly open at the time, date herein above listed.

Each bidder shall assume sole responsibility with respect to delivery of his bids. Each bid shall be submitted on the Form of Proposal furnished in the Specifications and must be accompanied with a bank cashier or Treasurer's check, or bid bond, for not less than ten percent (10%) of the total amount of the proposal, payable to the Marple Newtown School District and the Non-Collusion Affidavit furnished in the specifications. Each bidder shall be prepared to submit following his bid, evidence of his experience qualifications and financial ability to carry out the terms of the contract.

Construction Documents including Drawings and Project Manuals with Specifications produced by the office of Bonnett Medica Associates Incorporated and will be available after January 30, 2026 in an electronic format (Portable Document Format) on the Website [www.box.com](http://www.box.com). The Bid Documents may be obtained by prospective bidders upon completion of the Bidder Registration Form and payment of a nonrefundable fee of **\$50** in the form of company check or money order made payable to Bonnett Medica Associates Incorporated. Registration forms may be obtained by contacting Rebecca Abel, Office Manager via email at [abel@bmarchitect.com](mailto:abel@bmarchitect.com), via telephone at 610-368-6678. Prospective bidders shall be required to obtain Website access and shall be granted a unique user name and password for tracking once the registration form is complete and payment is received. It is the responsibility of each bidder to check the Website frequently for additional posted information including Addenda. Construction Documents shall be available by appointment, for review, without charge, at Bonnett Medica Associates Inc, 1242 West Chester Pike, Upper Floor, Suite 11, West Chester, PA 19382.

All Bids must be sealed and plainly marked on the lower left corner of the envelope, "SEALED BID GYMNASIUM AND OFFICE HVAC RENOVATIONS AT THE GAUNTLETT CENTER". Bids must be submitted to the **Administration Building, 40 Media Line Road, Newtown Square, PA 19073**, to the attention of James Gallagher, Director of Operations, Marple Newtown School District.

No bid may be withdrawn within a period of Sixty (60) days after the opening of the bids. Any bid not in accordance with these requirements may be rejected. The School District reserves the right to reject any or all bids or parts thereof. The successful bidder will be required to furnish and pay for satisfactory Performance Bond, Payment Bond and Maintenance Bond.

A Pre-Bid Meeting will be held on Tuesday, February 17, 2026. Contractors shall report promptly to the Marple Newtown School District Admin Building at 10:00 AM. The building will be available for inspection by bidders following the Pre-Bid Meeting. Bids will not be accepted from bidders who have not inspected the site and building.

The Drawings generally indicate the location of all work described in the Technical Specifications. The Contractor, prior to submitting his bid, shall visit the site to determine exact quantities of materials and labor and access all existing conditions, which will affect the contract. Upon executing a written Agreement with the Owner, the Contractor certifies that all existing conditions have been evaluated, quantities of all materials and labor have been established and that the contract will be completed for the costs stated in writing on the form of proposal and in the written Agreement.



**BONNETT MEDICA ASSOCIATES INCORPORATED**  
ARCHITECTS • PLANNERS • ENGINEERS • PROJECT MANAGERS

**001500- BIDDER REGISTRATION FORM**

**Name of Project:** Gymnasium and Office HVAC Renovations at The Gauntlett Center  
**Company Name:** \_\_\_\_\_  
**Company Address (must include street address, PO Box only is not acceptable):**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Company Phone Number:** \_\_\_\_\_  
**Company Fax Number:** \_\_\_\_\_

**Project Contact Person:** \_\_\_\_\_

**Project Contact Person Phone Number (if different from Company):** \_\_\_\_\_

**Project Contact Person Fax Number (if different from Company):** \_\_\_\_\_

**Project Contact Person Email Address:** \_\_\_\_\_

**Prime Contracts Bidding On:** \_\_\_\_\_

WEBSITE link access information shall be distributed to bidders via email. Any use of the WEBSITE shall be registered under the Prime contractor given the specific user id and passcode. Addenda will be issued primarily by posting the addenda to the WEBSITE. It is the responsibility of each bidder to check the WEBSITE frequently for additional posted information including Addenda. At the discretion of the Architect, alternate means of distribution of addenda may be used including email, mail or via telefacsimile to each prospective bidder who has received a copy of the bid documents. Addenda or other posted information, if issued by means other than the WEBSITE, shall be issued to the attention of the prospective bidder’s Project Contact Person as provided to the Architect by each prospective bidder on this Bidder Registration Form. It is the responsibility of each prospective bidder to accurately provide the Architect with the above information.

This Form must be Completed and Signed before any specifications and drawings will be distributed.  
I have read and understood the statements above.

\_\_\_\_\_  
Authorized Representative Signature Date

**001900 CONSTRUCTION PROPOSAL LIST OF REQUIRED DOCUMENTS FOR:**

**Gymnasium and Office HVAC Renovations at The Gauntlett Center  
20 Media Line Road, Newtown Square PA 19073  
FOR THE  
MARPLE NEWTOWN SCHOOL DISTRICT**

The following documents shall be included with a Bidders Construction Proposal. Failure to submit all documents indicated below may be cause for rejection of the Bidder's Proposal.

**DOCUMENT**

**X**

- 1. Form of Proposal (One original and one copy of original).
- 2. Bid Bond or Certified Check (10% of Bid Amount).
- 3. Non-Collusion Affidavit.
- 4. Contractor Experience Record (General Instructions to Bidders).
- 5. Public Works Employment Verification Form.

**After the bid opening, additional documentation may be requested from the bidders in accordance with the General Instructions to Bidders.**

## 002000-GENERAL INSTRUCTIONS TO BIDDERS

## 1. DEFINITIONS

- A. Owner – The Marple Newtown School District. Administrative Offices located at the Administration Building, 40 Media Line Road, Newtown Square, PA 19073. The work is to be completed for the Marple Newtown School District.
- B. School District – The Board of School Directors of the Marple Newtown School District herein be referred to as the School District.
- C. Project – Gymnasium and Office HVAC Renovations at the Gauntlett Center for Marple Newtown School District.
- D. Architect - Bonnett Medica Associates Incorporated or their designated representatives and Consultants.
- E. Engineer – Bonnett Medica Associates Incorporated or their designated representatives and Consultants.

## 2. BIDS

- A. Bids will be received by the School District at the Administration Building, 40 Media Line Road, Newtown Square, PA 19073 until the day and hour set forth in the Invitation for Bids, at which time and place the bids will be publicly opened and immediately read.
- B. All bids must be in writing, signed and sealed by the bidders, addressed to “Director of Operations, James Gallagher,” and must be submitted in the form set forth in the Contract Documents. No bid shall be considered unless submitted in this form. The bid form shall be completely filled in and all amounts shall be written out in full and also stated in figures. All proposals must be marked as indicated in the Invitation for Bids.
- C. All necessary information must be obtained by the bidders from the office of the Architect prior to the submission of the bids and all bids must be in accordance therewith. No proposal will be accepted which is not based upon the Drawings, Plans and Specifications, and other Contract Documents or which contains any letter or written memorandum qualifying same, or which is not properly made out and signed by the bidder, or by an authorized agent of the bidder.
- D. Construction Documents including Drawings and Project Manuals with Specifications produced by the office of Bonnett Medica Associates Incorporated, 1242 West Chester Pike, Upper Floor, Suite 11, West Chester PA 19382 (610-368-6678) will be available after January 30, 2026 in an electronic format (Portable Document Format) on the Website [www.box.com](http://www.box.com). The Bid Documents may be obtained by prospective bidders upon completion of the Bidder Registration Form and payment of a nonrefundable fee of \$50 in the form of company check or money order made payable to Bonnett Medica Associates Incorporated. Registration forms may be obtained by contacting Rebecca Abel, Office Manager via email at [abel@bmarchitect.com](mailto:abel@bmarchitect.com) or via telephone at 610-368-6678 x.20. Prospective bidders shall be required to obtain website access and shall be granted a unique user name and password for tracking purposes once the registration form is complete and payment is received. It is the responsibility of each bidder to check the Website

frequently for additional posted information including Addenda. Construction Documents shall be available by appointment, for review, without charge, at the following location(s):

- a. Bonnett Medica Associates Incorporated, 1242 West Chester Pike, Upper Floor, Suite 11, West Chester PA 19382.

E. Proposals Forms shall be executed in the following manner:

- a. Individual: Where the bidder is an individual, he shall sign the proposal personally.
- b. Partnership: Where the bidder is a partnership, the proposal shall be signed in the name of the partnership by the signature of a partner.
- c. Corporations: Where the bidder is a corporation, the proposal shall be executed in the name of the corporation, signed by the President or Vice President, and by the Secretary, or Assistant Secretary of the Corporation, and the corporate seal affixed thereto.

If the proposal is submitted by an agent other than the above, he shall submit evidence of his authority certified by the Secretary of the corporation under the Corporate Seal.

- d. Where the bidder is trading under the Fictitious Names Act, the bid shall include the fictitious name and the names of the persons or corporations carrying on the said business.

F. The bidder shall make no changes in specifications. Alterations or interlineations to the bid on the Proposal Form may void the bid entirely or may void it as to the part interlined or altered, at the discretion of the School District.

G. Where alternate bids and/or unit prices are requested, as additions or deductions to the base bid, the bidder shall state the alternate bid and unit prices on the proposal form in the spaces provided thereon. The prices in every case, unless specifically noted otherwise, shall include materials, installation, in place, delivery, taxes, all other items in connection therewith which were included in the base bid.

H. The School District has the right to make an award within Sixty (60) Days after the opening of the bids and no bid may be withdrawn within that time.

I. The bids will be tabulated following their receipt and the School District will adopt a Resolution stating its intention to award the contract to the lowest responsible and responsive bidder and submit a written contract to the bidder for execution. The successful bidder shall sign the contract and return it to the School District within seven (7) days after the receipt of copy of the Resolution (or notice thereof in writing) together with the required Insurance Certificates, the Payment Bond and the Performance Bond. The surety bonds shall be in the form set forth in the Contract Documents and as required by the Public Works Contractors' Bond Law of 1967 Commonwealth of Pennsylvania (Act No. 385).

J. Bid figures shall include license fees, inspection fees and all charges including delivery into the destination called for in these specifications, as well as all taxes that are in effect at the time of submission of bid. They shall also include discounts other than the cash discount.

- K. The School District may reject any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in and reject any or all of the bids or any items or parts thereof.
  - L. Bids shall show both unit and total prices. Should figures be irreconcilable, the lowest price stated in the bid shall govern and awards will be made on this basis. It is mutually understood and agreed by and between the School District and the bidder that the School District may make its award for one or for more than one of the articles set forth in the Contract Documents or may make its award for all the articles set forth in the Contract Documents. The School District has the right to accept or reject all or any portion of any or all bids submitted.
3. **BIDDER'S RESPONSIBILITY**
- A. Each bidder shall familiarize himself with all of the attached forms, General Instructions to Bidders, General Conditions, Supplementary General Conditions, Special Conditions, Specifications of all trades, Drawings of all trades, Bulletins, Addenda to the Specifications, and other documents pertinent to the work, as he/she will be held responsible to fully comply therewith.
  - B. The bidder shall visit the site of the work before submitting his bid, and shall examine all physical conditions, which might be, material to the performance of the work. The submission of a bid represents that the bidder has taken into consideration, in the establishment of the contract price, all existing conditions that will affect the work of the contract.
4. **BIDDERS NOTE**
- A. Bids containing any omissions, unexplained erasures or alterations or items or conditions not called for in the specifications or Proposal Forms (bid forms) may be rejected as being unresponsive and/or incomplete.
  - B. A bidder may be called upon before the awarding of a contract to it to submit evidence of its experience and ability to promptly, efficiently and successfully carry out the scope of work outlined in these specifications. In order to present this evidence, the bidder may be required to submit survey forms completed by all current customers and customers for which the bidder completed work of a similar nature and scope over the past five years. Survey forms may be provided by the School District. In such cases, if the bidder is unable, through no fault of its own, to secure customer cooperation in completing the survey forms, the School District shall be notified of the names, addresses and telephone numbers of such customers and the School District may contact the same in an effort obtain such information. A bidder shall not to omit reference to any customer because of disagreements of conflicts.
  - C. A bidder shall, upon request by School District or its representatives, inform the School District in writing of the nature of any claims, suits or demands of any kind filed against it or it has filed against any customer for the period of the past five calendar years. Forms for this information may be provided by the School District. Such information shall describe in detail the nature of the claim, the amount of money in controversy, the arguments supporting each party's claim and the manner in which the conflict was resolved.
  - D. Failure to comply with the foregoing instructions may result in rejection of the entire bid.

## 5. DEPOSIT

- A. A non-refundable deposit in the amount stated in the Invitation for Bids is required to obtain drawings and specifications.

## 6. CERTIFIED CHECK OR BID BOND

- A. A certified check or bid bond with surety satisfactory to the School District, for Ten Percent (10%) of the bid must accompany each bid as a guarantee that the bidder will enter into a contract in writing and furnish the required bonds and insurance certificates in the event that his bid is accepted.
- B. Should the successful bidder fail to furnish the required bond or bonds within the time specified in the Board's Resolution or should he fail or refuse to execute a contract, the sum of Ten Percent (10%) of the successful bid is to be considered as liquidated damages to the School District for such failure or refusal, and the School District may retain the certified check or proceed on the Bond for such damages. The certified check is to be made payable to, or the bid bond is to be in favor of, the Marple Newtown School District.
- C. Checks or bid bonds will be returned to all except the three lowest bidders immediately after the award, and the remaining checks or bid bonds will be returned after the award and signing of the contract and the furnishing of the required bonds and insurance certificates.

## 7. FINANCIAL STATEMENT AND PERFORMANCE RECORD

Clarification: Financial Statement and Performance Record, the performance and experience information required under this subparagraph C below shall be provided by the Certified Public Accountant indicated in subparagraph B upon request. Contractor experience documentation to be submitted with the bid shall be in accordance with Paragraph 28.

- A. Bidders will be required to submit statements of their financial responsibility, technical qualifications and performance records before contracts will be awarded to them. In order that there may be no delay in the making of awards, bidders shall submit such statements immediately after the bid opening.
- B. Financial Statement: The financial status of the bidder shall be brought down to date and shall show the bidder's net worth. If the statement is not brought down to date, it shall contain a declaration that the bidder's financial condition is as good or better than at the time the statement was made. Such declaration shall be made by a Certified Public Accountant.
- C. Performance Record: The performance record shall include the following:
  - a. Advice as to whether the bidder maintains a permanent place of business, and, if so, where it is located.
  - b. Advice as to whether the bidder has a plant and equipment adequate to do the work properly and expeditiously, and if so, a list of the plant and equipment available for this work.

- c. Advice as to whether the bidder has appropriate technical experience, and if so, a description of some projects which he has carried out satisfactorily and the date of completion of such construction.

## 8. CHANGES WHILE BIDDING

- A. During the bidding period, bidders may be furnished addenda or supplemental bulletins for additions to or alterations of the drawings and/or specifications which shall be included in the work covered by the proposal and become a part of the Contract Documents.
- B. If any prospective bidder on the proposed contract is in doubt as to the true meaning of any part of the drawings, specifications, or other proposed contract documents, he may submit to the Architect a written request for an interpretation thereof. The bidder submitting the request will be responsible for its delivery. Any interpretation of the proposed documents will be made only by an addendum, duly issued. The School District and Architect will not be responsible for any other explanations or interpretations of the proposed documents. Addenda will be issued primarily by posting the addenda to the website. It is the responsibility of each bidder to check the website frequently for additional posted information including Addenda. At the discretion of the Architect, alternate means of distribution of addenda may be used including email, mail or via telefacsimile to each prospective bidder who has received a copy of the bid documents. Addenda or other posted information, if issued by means other than the website, shall be issued to the attention of the prospective bidder's Project Contact Person as provided to the Architect by each prospective bidder on the Bidder Registration Form. It is the responsibility of each prospective bidder to accurately provide the Architect with the following information when obtaining a bid package:
  - a. Company Name
  - b. Company Address (must include street address, PO Box only is not acceptable).
  - c. Company Phone Number
  - d. Company Fax Number
  - e. Project Contact Person's Name
  - f. Project Contact Person's Phone Number (if different from Company Phone Number).
  - g. Project Contact Person's Email Address.

## 9. EXECUTION OF DOCUMENTS

- A. In the execution of any documents, if any one other than a corporate officer signs for the Corporation, a certified copy of the Resolution authorizing such signature shall be furnished.

## 10. AWARDS

- A. Award of Contracts will be made to the lowest responsible and responsive bidder on the base bid, or, at the discretion of the School District, including one or more of the alternates, if there are alternates.

## 11. FURNISHING BONDS

- A. The lowest responsible and responsive bidder (Contractor) agrees that pursuant to the Provision of the Public Works Contractor's Bond Law of 1967 before the Contract is awarded to him, he shall furnish at his own expense to the School District:
- a. A Performance Bond (in the form following) in an amount equal to one hundred percent (100%) of the Contract, conditioned upon the faithful performance of the Contract.
  - b. A Payment Bond (in the form attached) in an amount equal to one hundred percent (100%) of the amount of the Contract, such bond to be solely for the protection of claimant supplying labor or materials to the prime Contractor to whom the Contract was awarded, or to any of his sub-contractors, and shall be conditioned for the prompt payment of all such materials furnished or labor supplied or performed in the prosecution of the work. "Labor and material" shall include public utilities services and reasonable rental of equipment, but only for periods when the equipment rented is actually used at the site.
  - c. MAINTENANCE: A Maintenance Bond in the amount equal to ten percent (10%) of the amount of the contract shall be provided as a guarantee for the repair of all defects which may occur for two years after the date of acceptance of the work by the School District. The Maintenance Bond shall be issued to the Owner at the time of submission of project closeout documents.
  - d. SURETY: Surety on all bonds shall be satisfactory to the School District, and the Surety must have a certificate of Authority as an accepted surety on bonds furnished to the United States of America on Federal projects.

## 12. PROPOSAL (BID)

- A. Bids shall be based on the Drawings, Plans and Specifications and Addenda, as issued.

## 13. ALTERNATES (IF ANY)

- A. Each bidder shall fill in the spaces on the form of proposal opposite each numbered alternate. Failure to include a price for an Alternate bid may be cause for rejection of the entire Bid.

## 14. INSURANCE

- A. Contractor's Insurance Requirements

Before the contract is awarded, and unless otherwise approved by Marple Newtown School District (hereinafter referred to as the 'District') representative in writing, the Contractor shall, at its sole cost and expense, procure the following minimum types and limits of insurance, on forms reasonably acceptable to the District. Such insurance shall be maintained in full force and effect until completion of the Services or final acceptance of the entire Project or the completion of all post-acceptance warranty or related work by Contractor, whichever is later.

Coverage shall be obtained from reputable insurance carriers authorized to transact that class of business in the state where the work will be performed, or otherwise acceptable to the District, having an A.M. Best Rating of A- VII or better.

All insurance required herein shall be written on an “occurrence” basis, not “claims-made”, with the exception of Professional Liability insurance, unless specifically approved by the District in writing.

### 1. General Liability

Commercial General Liability, written on an occurrence basis, covering bodily injury including death, and/or property damage to third parties, which may arise from ongoing and completed operations under the contract, whether such operations are performed by the Contractor or its subcontractors/subconsultants, anyone directly or indirectly employed by them, or anyone for whom they may be liable, with limits not less than:

Each Occurrence	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Products/Completed Operations Aggregate	\$2,000,000
Per Project Aggregate	\$2,000,000
Damage to Rented Premises	\$ 50,000
Medical Payments	\$ 10,000
Abuse/Molestation (if applicable to services provided)	\$1,000,000

The General Liability policy shall include contractual liability, covering liability assumed by the Contractor under the Indemnification and other provisions of the contract.

Any deductible under this coverage is subject to the District’s approval, and shall be the sole responsibility of the Contractor.

### 2. Business Automobile Liability

Business Automobile Liability coverage for bodily injury and property damage arising out of the ownership, maintenance, or use of owned, non-owned, hired, and leased vehicles, including uninsured/underinsured motorists coverage, with limits not less than:

Combined Single Limit	\$ 1,000,000
Uninsured/Underinsured Motorists Liability Limit	\$ 1,000,000.

### 3. Workers’ Compensation and Employers Liability

Workers’ Compensation and Employers Liability as required by the state in which the work will be performed, including “other states” coverage (if applicable), and USL&H and Jones Act coverage (if applicable), with limits not less than:

Workers’ Compensation	Statutory
Bodily Injury, each Employee	\$500,000
Bodily Injury, each Accident	\$500,000
Disease, each Employee	\$500,000

If Contractor is an exempt self-insurer, sole proprietor, or independent contractor in Pennsylvania, a current exemption certificate shall be provided in lieu of evidence of Workers’ Compensation coverage.

#### 4. Umbrella Liability

Umbrella Liability applying excess of the General Liability, Automobile Liability, and Employers Liability policies, on a following-form basis, with limits not less than:

Each Occurrence	\$5,000,000
Aggregate	\$5,000,000.

Hazardous work may require higher limits, as requested by the District.

#### 5. All Risk Builders Risk (if applicable)

All Risk (Special Form) Builders Risk insurance, including Earthquake and Flood to the extent reasonably commercially available, providing protection for building, structures, and materials or equipment to be installed in the project, while in the course of construction, in transit to the project site, and while being retained in off-site storage.

The Builders Risk policy shall be written to cover 100% of the completed value of the project, at replacement cost valuation, with an agreed amount provision (coinsurance waived).

Any deductible under this coverage shall be no more than \$25,000, and shall be the sole responsibility of the Contractor.

The policy shall cover the insurable interests of the District, Contractor and Subcontractors in the Work. The District and Contractor waive all rights against each other for damages caused by fire or other perils to the extent payment is actually made under insurance provided under this paragraph, except such rights as they may have to the proceeds of such insurance held by the District. The Contractor shall require similar waivers by Subcontractors.

The District will procure such Builders Risk coverage in compliance with the above provisions, subject to information contained in Appendix 1, which shall be provided by Contractor following award of the bid.

#### 6. Professional Liability/ Errors & Omissions Insurance (if applicable)

All Contractors who will perform, or retain others to perform, professional services in connection with the work (including but not limited to Consultants, Architects, Engineers, Design-Build, Project/Construction Managers) shall provide Professional Liability insurance covering negligent acts, errors, or omissions in the performance of their work, with limits not less than:

Each Claim	\$3,000,000
Annual Aggregate	\$3,000,000

Any deductible under this coverage is subject to the District's reasonable approval, and shall be the sole responsibility of the Contractor.

## 7. Cyber Insurance

Contractor shall maintain, at its own expense throughout the Term, cyber liability insurance coverage or a cyber liability insurance rider in the Errors and Omissions policy providing privacy response coverage and third party liability coverage covering Contractor for claims, losses, liabilities, judgements, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by Contractor or any employee or agent thereof in such amounts and on such terms as are reasonably acceptable to Client, but in no event less than the following: \$3,000,000. This includes, but is not limited to: any breach of any law or regulation governing confidentiality of PHI (as defined under HIPAA) and Personal Information (as defined under the PA Act). Upon request, Contractor shall furnish Client, upon request, as evidence of coverage, a certificate of insurance for Cyber Liability and/or Errors and Omissions insurance. Contractor shall not cancel or reduce any such insurance without prior written consent of Client. Contractor shall notify Client in writing within five business days if it receives notice that its insurance carrier intends to terminate, cancel, non-renew or rescind cyber liability insurance or errors and omissions insurance.

## 8. Contractors Pollution Liability (if applicable)

All Contractors who will perform environmental services (including but not limited to asbestos or lead abatement, testing or remediation) shall provide Contractors Pollution Liability with limits not less than:

Each Claim or Occurrence	\$5,000,000
Annual Aggregate	\$5,000,000

The Contractors Pollution Liability policy shall include coverage for Emergency Response Costs, Contingent Transportation, Non-Owned Disposal Sites, and Natural Resource Damage. If coverage is written on a claims-made basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the insured's services. In the alternative, the Contractors Pollution Liability policy shall be renewed for not less than two years following completion. The policy retroactive date shall be no later than the effective date of this Agreement.

## 9. Performance & Other Bonds

Contractor shall furnish performance and payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations.

Contractor shall furnish a Maintenance Bond in an amount equal to ten percent (10%) of the Contract including Change Orders. This Maintenance Bond shall be effective for a period of one (1) year following the date established by the certificate of Substantial Completion.

All Bonds shall be executed by such Sureties as (i) are licensed to conduct business in the state where the Project is located, and (ii) are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, U.S. Treasury Department. All Bonds signed by an agent must be accompanied by a certified copy of the authority to act and the Surety's financial statement.

If the Surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in any state where any part of the Project is located, Contractor shall within five (5) days thereafter substitute another Bond and Surety, both of which shall be acceptable to District.

### **General Insurance Provisions**

All policies required hereunder other than Workers Compensation, Professional Liability, and Builders Risk shall name Marple Newtown School District and its departments, offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers as additional insureds on a primary and noncontributory basis, for losses arising from the negligence of the Contractor or its subcontractors, or anyone for whom they may be liable. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of Marple Newtown School District and its departments, offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers, and/or other parties designated by the District.

Policies shall not be canceled, terminated, or non-renewed unless sixty (60) days prior written notice is sent by the insurer to the insured Contractor. Contractor shall immediately forward any such notice to District.

Contractor shall furnish to District Certificates of Insurance prior to the start of work, evidencing that all requirements have been met, and detailing the insurers providing coverage, types and limits of coverage, class of operations covered, and effective and expiration dates of coverage. Certificates shall specifically confirm the terms of coverage required herein, including Additional Insured status, waiver of subrogation, and that coverage is included for Abuse/Molestation (if applicable). A copy of the Additional Insured, Waiver of Subrogation, and Abuse/Molestation policy provisions or endorsements must be submitted with the Certificate. A renewal Certificate must be provided to District prior to the expiration date thereof.

### **Subcontractor/Subconsultants**

Contractor shall require each subcontractor or subconsultant to provide insurance as outlined above. Such policies shall name Marple Newtown School District and its departments, offices, and agencies; Contractor; and the officers, directors, employees, agents, and volunteers of both, as additional insureds on a primary/noncontributory basis, for losses arising from the negligence of the subcontractor/subconsultant. Additional insured status shall apply to Completed Operations.

All policies shall provide a Waiver of Subrogation in favor of the Additional Insured parties.

Contractor shall be responsible for securing and maintaining certificates of insurance from all subcontractors/subconsultants evidencing the insurance coverages required herein.

The insurance coverages and limits required herein are designed to meet the minimum requirements of the District. They are not designed as a recommended insurance program for Contractor or its subcontractors/subconsultants. **Meeting these minimum requirements shall in no way limit or relieve the Contractor liability and obligations under any other provision of the Contract.** The Contractor shall acquire, at its own expense, any other Additional Insurance coverage it deems necessary for the protection of its work under this contract.

### **Self-Insurance**

If Contractor maintains a self-insured program or a limited self-insurance program for any or all of the coverages listed above, a complete description of the program, with information on excess carriers and funding arrangements, and a copy of the Contractor's most recent audited financial statement, must be provided to District for review and approval, such approval not to be unreasonably withheld.

If District grants such approval, Contractor understands and agrees that Marple Newtown School District, offices or agencies as applicable, and their officers, directors, agents, employees, and volunteers shall receive the same coverages and benefits under Contractor self-insurance program that they would have received had the insurance requirements set forth above been satisfied with coverage provided by a commercial insurance company.

### **Non-Waiver of Indemnification**

The insurance (including self-insurance) requirements set forth herein are not intended and shall not be construed to modify, limit, or reduce the indemnifications required of Contractor, nor to limit Contractor liability under this contract to the limits of the policies of insurance (or self-insurance) required to be maintained by Contractor hereunder.

# BUILDERS RISK QUESTIONNAIRE

**Owner/Insured:**

**First Named Insured:**

**List Additional Named Insured(s):**

Prime Contractor:

Subcontractors:

---

**Owner/Insured Mailing Address:**

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**Additional Insured(s)** (i.e., lender):

---

**General Contractor** (and their experience):

---

**Project Name:**

---

**Project Location:**

---

**Project Description** (detailed, including whether renovation or new, and intended occupancy upon completion)

---

---

**Total Number of Buildings:**

---

**Number of Stories:**

---

**Total Square Footage:**

---

**Direct Damage Limit (Completed Value):**

\$ \_\_\_\_\_

**Time Element Coverage Limit (optional):**

\$ \_\_\_\_\_

*(see attached page for description)*

**If Completed Value not required, less:**

Excavation _____	Sheeting & Shoring _____
Underpinning _____	Site Work _____
Bonds _____	Other _____

---

**Construction Type** (i.e., fire resistive, masonry non-combustible, frame, etc.)

---

**% of work subcontracted:**

---

**Value of work subcontracted:**

---

**Type of work subcontracted (and to whom):**

---

**Public fire protection at site:**

Distance to fire station: \_\_\_\_\_  
Distance to hydrant(s) or other water source: \_\_\_\_\_

**Site Security** (describe fencing, guards, local police patrol, etc.): \_\_\_\_\_

**Construction schedule:**

Estimated Start Date: \_\_\_\_\_  
Project Term/Duration: \_\_\_\_\_

**Coverage required for existing structure?** (if yes, state amount, construction type, age and square footage): \_\_\_\_\_

**Inland transit or offsite storage exposure** (if yes, state type and amount): \_\_\_\_\_

**Flood Coverage Desired:** \_\_\_\_\_

**Earthquake Coverage Desired:** \_\_\_\_\_

**Permission to Occupy Desired:** \_\_\_\_\_

**Testing Desired** (if yes, provide detail of equipment/systems to be tested, and whether hot or cold testing): \_\_\_\_\_

**Comments** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Please attach the following:**

- Construction Schedule
- Construction Budget
- Detailed Description or Scope of Work

## TIME ELEMENT COVERAGE

- \* **Time Element Coverage Definition:** Time Element coverage is a broad, general term for consequential financial losses including loss of income or increase in expenses caused by a direct property damage loss that results in not being able to use the property while it is being repaired or replaced. Time Element coverages may include loss of profit (including rental value), delay in completion or startup, and soft costs. Soft Costs is a term used to describe the costs associated with a construction project other than labor and materials.
- \* **Time Element Exposure Analysis:** Determination of a Time Element coverage limit should include a thorough review of the contract documents, construction schedules, financing terms, key materials and supply agreements (i.e., what are arrangements and lead time to order replacements if necessary?), leasing agreements, regulations affecting the construction, and any other
- \* **Time Element Coverages may include, but not be limited to:**
  - Loss of anticipated earnings, less noncontinuing expenses (including loss of rents)
  - Additional debt service/interest expense
    - additional interest that must be paid during period of delay to project financier
    - additional interest that results from cancellation of permanent financing, and re-negotiation of a new loan, possibly with higher interest rates
  - Additional real estate taxes
  - Additional advertising and promotional expense
  - Denial of access to the site by Civil Authority (for damage to premises other than at construction site)
  - Expenses to reduce loss

## 15. PRE-BID MEETING

- A. A Pre-Bid Meeting will be held on Tuesday, February 17, 2026, at 10:00 AM. Contractors shall report promptly to the Marple Newtown School District Administration Building at 10:00 AM. The building will be available for inspection by bidders following the Pre-Bid Meeting. Bids will not be accepted from bidders who have not inspected the site and building.

## 16. UNIT PRICES (IF ANY)

- A. Submit unit prices for all items listed.

## 17. PERMITS

- A. Bidders shall, without expense to the Owner, be responsible for obtaining all necessary licenses and permits and for complying with all applicable Federal, State and local laws, codes and regulations in connection with the prosecution of the work. The cost of licenses, fees, Township required business privilege tax, etc. shall be borne by the bidder. The Owner shall be responsible for the cost of permits and municipality inspection fees and shall pay for permits and inspection fees directly to the municipality and the Commonwealth of Pennsylvania as required.

## 18. COMPLIANCE WITH POLICY/LAW:

- A. Contractor shall comply with all policies, procedures and regulations of the District as established and amended from time to time as well as all applicable state and federal laws and regulations, including but not limited to the provisions of the Pennsylvania Right to Know Law, 65 P.S. 67.101 et seq., regarding possession of public records by agency contractors. In the event the District receives a request for access to a public record that is in the possession of Contractor, the District shall notify Contractor of the request and Contractor shall provide the District with the requested record in a timely manner so as to enable District compliance with the Pennsylvania Right to Know Law.

Contractor shall maintain and provide to the District a current Child Abuse History Clearance as provided by the Pennsylvania Department of Human Services, a satisfactory PA State Criminal History Report, and a Federal Criminal History Record Report (FBI Fingerprinting) for each individual engaged by Contractor to provide services who will have direct contact with children, including Contractor (if an individual).

Contractor agrees to comply with the provisions of Act 168 of 2014, Employment History Review Law and, to the extent applicable, Act 126 of 2012, Child Abuse Recognition and Reporting Training.

## 19. STATEMENT OF COMPLIANCE WITH PENNSYLVANIA ACT 34

- A. All vendors or contractors providing services to the School District must comply with ACT 34 of 1985 GUIDELINES (SECTION III OF THE PUBLIC SCHOOL CODE). All criminal history background checks and appropriate forms must be on file with the School District prior to performing such services.

GENERAL

Before work begins, Independent Contractors and Sub-Contractors having employees working in the Marple Newtown School District shall be required to do the following:

1. Provide a list of all current employees of the Contractor who will work within the School District.
  2. Present the original document(s), current Request for Criminal Record Check (PA State Form SP4 164, 3-91) as returned from the Pennsylvania State Police, and/or Report of Federal Criminal History Record Information from the Federal Bureau of Investigation, to the Office of the Director of Support Services, for any person assigned to work within the School District. Original will be returned to Contractor and a copy retained by the School District. **It is required that this required documentation to be submitted two (2) weeks prior to the date any person is to work within the School District.**
  3. If any new employees are added to the work force during the course of the work, such employee/s must follow this same procedure described above.
  4. All costs for the Criminal History Information check/s will be borne by the prospective independent contractor.
  5. The School District will follow the regulations promulgated by State Board of Education concerning the confidentiality of the Criminal History Record Information obtained pursuant to the Act.
- B. As noted, the Act 34 of 1985 has become Bid Compliance Requirements and failure to comply will lead to exclusion of such employees from the project site.
- C. Pennsylvania State Form (SP 164) (3-91) may be obtained from local State Police Barracks or online at PATCH (epatch.pa.gov).
20. STATEMENT OF COMPLIANCE WITH PENNSYLVANIA ACT 114
- A. All vendors and contractors providing services to the School District must comply with ACT 114 of 2006, Section 111 of the PUBLIC SCHOOL CODE as amended effective April 1, 2007. All Federal Criminal History Record background checks and appropriate forms must be on file with the School District prior to performing such services.

GENERAL

Before work begins, Independent Contractors and Sub-Contractors having employees working in the School District, shall be required to do the following:

- a. Provide a list of all current employees of the Contractor who will work within the School District.
- b. Present the original document(s), current Federal Criminal History (CHRI) Clearance furnished by the FBI and as returned from the Pennsylvania Department of Education (PDE), to the Office of the Manager of Support Services, for any person assigned to

work within the School District. This document must bear the Commonwealth Seal embedded on the paper. Original will be returned to the Contractor and a copy retained by the School District. **It is required that this required documentation to be submitted two (2) weeks prior to the date any person is to work within the School District.**

- i. The Background Check is performed by IDEMIA. The registration website is available online 24 hours/day, seven days per week and pre-enrollment can be completed online or over the phone. <https://uenroll.identogo.com> or 1-844-321-2101(M-F 8.am.-6 p.m.). The applicant will pay for the finger-print service and Criminal History Record; all applicants must register prior to going to the fingerprint site; register on-line at the web site above.
  - ii. The applicant's scanned fingerprints will be electronically transmitted to the Pennsylvania State Police who in turn submits the fingerprints and demographic information to the FBI.
  - iii. PDE will receive the Federal Criminal History Record from the FBI and forward the report to the applicant/contractor.
- c. If any new employees are added to the work force during the course of the work, such employee/s must follow this same procedure described above.
  - d. All costs for the FBI Federal Criminal History Records checks will be borne by the prospective independent contractor.
  - e. The School District will follow the regulations promulgated by the Pennsylvania Department of Education concerning the confidentiality of the FBI Federal Criminal History Records Information obtained pursuant to the Act.
- B. As noted, the Act 114 has become a Bid Compliance Requirement and failure to comply will lead to exclusion of such employees from the project site.

## 21. STATEMENT OF COMPLIANCE WITH PENNSYLVANIA ACT 151

- C. Under certain conditions of Act 151, independent contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of "Pennsylvania Child Abuse History Clearance" from the Pennsylvania Department of Human Services.

### GENERAL

Before work begins, Independent Contractors and Sub-Contractors having employees working in the Marple Newtown School District, shall be required to do the following:

- a. Provide a list of all current employees of the Contractor who will work within the School District.
- b. Present the original document(s), current Pennsylvania Child Abuse History Clearance as returned from the Department of Human Services, to the Office of the Manager of Support Services, for any person assigned to work within the School District. Original will be returned to Contractor and a copy retained by the School

District. **It is required that this required documentation to be submitted two (2) weeks prior to the date any person is to work within the School District.**

- c. If any new employees are added to the work force during the course of the work, such employee/s must follow this same procedure described above.
  - d. All costs for the Child Abuse History Information check/s will be borne by the prospective independent contractor. Child Welfare Information Solution (CWIS) charges a fee of \$13 for the statement and is required to comply with the request for statements within 14 days of receipt.
  - e. The School District will follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Child Abuse History Record Information obtained pursuant to the Act.
- D. As noted, the Act 151 has become a Bid Compliance Requirement and failure to comply will lead to exclusion of such employees from the project site.
- E. Pennsylvania State Form [CY113 3-95] may be obtained from the Pennsylvania State Police, (717) 783-6211.

## 22. PREVAILING WAGE

- A. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 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.

## 23. LIENS

- A. Neither the final payment nor any part of the retained percentage shall become due until the contractor, if required, shall deliver to the School District a complete release of all liens arising out of this contract, or receipts in full thereof, and, if required in either case, an affidavit that so far as he has knowledge or information the release and receipt include all the labor and material for which a lien could be filed. But the contractor may, if any subcontractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the School District, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the contractor shall refund to the School District all monies that the latter may be compelled to pay in discharging such lien, including all costs and a reasonable attorney's fee.

## 24. INDEMNITY AGREEMENT

- A. The bidder does hereby agree that, if awarded the contract under these specifications, he/she will indemnify and save harmless the School District, its members, the Architect and Engineer from all suits and actions of every nature and description brought against them or any of them growing out of any contract or contracts, written or verbal, entered into between the School District and the successful bidder, and further that upon the awarding of the contract to the bidder, in accordance with these specifications, this agreement of indemnifications shall automatically become effective.

## 25. ASBESTOS STATEMENT

- A. In the event a contractor by virtue of his work for the School District discovers asbestos, the contractor must immediately notify the School District and perform no further work in connection with the asbestos. The School District will remove the asbestos then the contractor may resume operations under the contract.

## 26. SALES AND USE TAX

- A. The Contractor shall comply with and shall at all times take all necessary and appropriate actions to protect the School District in respect to the provisions of the Pennsylvania Tax Reform Code of 1971, as amended, including but not limited to the Omnibus Amendments contained in Act No. 45 of 1998.
- B. The Contractor specifically acknowledges that the Pennsylvania Sales and Use Tax shall not be imposed upon the sale at retail to or use by any construction contractor of building machinery and equipment and services thereto that are utilized in the Project. The term “contractor” applies to all prime contractors and all subcontractors. The term “building machinery and equipment” means generation equipment, storage equipment, conditioning equipment, distribution equipment, and termination equipment which is defined as being limited to:
- a. air conditioning limited to heating, cooling, purification, humidification, dehumidification and ventilation;
  - b. electrical;
  - c. plumbing;
  - d. communications limited to voice, video, data, sound, master clock and noise abatement;
  - e. alarms limited to fire, security and detection;
  - f. control system limited to energy management, traffic and parking lot and building access;
  - g. medical system limited to diagnosis and treatment equipment, medical gas, nurse call and doctor paging;
  - h. laboratory system;
  - i. cathodic protection system; or
  - j. 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, medical devices, floor troughs and grates and laundry equipment, together with integral coverings and enclosures, whether or not the item constitutes and fixture or is otherwise affixed to the real estate structure. The term “building machinery and equipment” shall not include guardrails posts, pipes, fittings, pipe supports and hangers, valves, underground tanks, wire, conduit, receptacle and junction boxes, insulation, ductwork and coverings thereof.
- C. The contractor hereby assigns and transfers to the School District any and all rights to apply for and to receive refunds for any and all Sales and Use Tax which may have been paid under or pursuant to this Contract. The Contractor is prohibited from the filing of any claim for refund of Sales and Use Tax by virtue of this assignment. The contractor agrees to execute any

additional forms of documents to effectuate this assignment and transfer upon request by the School District.

- D. 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 School District. The School District or its designee shall be afforded access to all the Contractor's records, books, correspondences, 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 period as may be required by law, after the final payment.
- E. The Contractor agrees that the School District will be damaged in an undeterminable amount if the School District is not provided with access to all records specified in Supplementary General Conditions, Paragraphs 22 and 23 for the purpose of investigating and pursuing refunds of Sales and Use Tax. Notwithstanding any other contractual provision and in addition thereto, Contractor agrees to pay to the School District an amount equal to six percent (6%) of the amount of the prime contract as stipulated damages shall contractor deny access to any records requested.

## 27. QUALIFICATIONS OF CONTRACTORS

- A. Bidders shall be prepared to submit upon request within three (3) days of the date of receipt of construction proposals, a Financial Statement prepared by a certified public accountant. Failure of a bidder to provide a Financial Statement within the time frames indicated will affect the schedule of the project and may be causes for disqualification of the bidder's proposal. The Financial Statement shall include the following:
  - a. Profit and Loss Statement
  - b. Balance Sheet
  - c. Dunn and Bradstreet Financial Report.
- B. The Profit and Loss Statement and the Balance Sheet shall be provided for the previous two fiscal years and the current fiscal year to date.

## 28. EXPERIENCE OF BIDDERS AS CONTRACTORS

- A. **Each bidder shall submit with their bid**, proof in a form satisfactory to the School District, of the exact nature and extent of the prior experience of the bidder as a contractor in the particular type and scope of construction for which his/her proposal is being submitted. Proof shall include, as a minimum, a list of three (3) similar projects completed by the bidder within five (5) years of the date of receipt of proposals for this Project, which are at least 75% of the total individual prime contract cost of the amount of the bidder's proposal for this Project. The total amount of each project shall be stated.

The requirements of this Paragraph 28 Experience of Bidders as Contractors must be satisfied by the corporate or business entity which is the "Bidder". These requirements cannot be satisfied by the use of the experience of employees or principals of the Bidder.

- B. **The bidder shall provide with his/her proposal**, the following additional information about the three (3) similar projects referred to in subparagraph A, above.

- a. Name, address, telephone number and email address, of the School District and the Architect or Engineer of each project listed.
  - b. Name and address of the bidder's project Superintendent for each project listed.
  - c. Name, address and telephone number of other prime contractors employed on each of the projects listed.
- C. Upon request, bidders shall submit within three (3) days of the date of the request the name, address and resume of the full time superintendent to be employed by the bidder if awarded the contract. The bidder shall agree to maintain the identified superintendent in a full time capacity for the duration of the contract to the extent that the superintendent shall remain an employee of the bidder. The Superintendent shall have been a superintendent on at least three (3) previous projects of a value of at least 75% of the value of the bidders proposal. Evidence of experience shall be submitted, in form satisfactory to the School District, within three (3) days of the request of the School District.
- D. Upon request, the bidder shall provide within three (3) days of the date of the request a list of all projects completed within the past five (5) years indicating the name of the project School District and architect or engineer for each project.
- E. Failure of bidder to provide information as required under this paragraph 28 may be cause for disqualification of the bidder's proposal.

29. AFFIRMATIVE ACTION PROGRAM

- A. Upon request, each bidder shall have a formal documented Affirmative Action Program and must submit within three (3) days of the date of the request a written statement describing the exact nature, scope and history of their Affirmative Action Program in the interest of extending work opportunities to qualified minority workers.
- B. Failure of a bidder to provide information as required under this paragraph may be cause for disqualification of the bidder's proposal.

30. DISCRIMINATION PROHIBITED: According to 62 Pa C.S.A. § 3701, the contractor agrees that:

- A. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor 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.
- B. 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 the contract on account of gender, race, creed or color.
- C. The contract may be canceled or terminated by the government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

## 31. 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. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA Code 49.101.

## 32. COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT

- A. PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S.: In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts there under. In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

## 33. PROHIBITION ON CASH ALLOWANCES:

- A. In accordance with Commonwealth of Pennsylvania Laws and Regulations, no cash allowances shall be included in the Contracts
- B. The Drawings, and/or Specifications indicate the standard of quality and they with conditions at the project site indicate a finite quantity of materials and work, specialties, and items of work required.
- C. In those instances where it is known that quantities required may exceed those specified, as the result of conditions impossible to anticipate, the Contractor shall state in his Proposal the unit price for such additional work, but no cash allowance for such additional quantity will be permitted.

## 34. COMPETENT WORKMEN:

- A. 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.

## 35. STANDARD OF QUALITY:

- A. 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. It is the intent of the specifications to review and approve or reject substitutions in accordance with the terms and conditions of Special Conditions, Paragraph 3, Substitutions of Material. In addition, it is the intent of the specifications, where specifically noted, to not allow equals or substitutions of certain system(s), product(s) and / or material(s) specified. In such cases, the bidders shall base their bid on the system(s), product(s) and / or material(s) specified only.

## 36. PERFORMANCE AND QUALITY OF WORK

- A. Work performed shall be in strict accordance with these General Conditions and the technical specifications that follow.
- B. All materials unless otherwise specified shall be new and free from any defects.
- C. All work shall be performed by competent workman and executed in a neat and workmanlike manner providing a thorough and complete installation. Work shall be properly protected during transportation, including the shielding of soft or fragile materials. At completion the delivery site shall be thoroughly cleaned and all tools, equipment, obstructions, or debris present as a result of this work shall be removed by the contractor from the premises.
- D. Damage to existing surfaces or equipment caused by the transportation or delivery shall be the responsibility of the contractor. Repairs or replacement shall be performed in a timely manner at the Contractor's expense.

## 37. STATEMENT OF COMPLIANCE WITH PENNSYLVANIA "PUBLIC WORKS EMPLOYMENT VERIFICATION ACT"

- A. The Commonwealth of Pennsylvania "Public Works Employment Verification Act", requires contractors and subcontractors performing work for this Project to complete a form titled "Public Works Employment Verification Form" (the Verification Form) from the Pennsylvania Department of General Services (included in the Project Manual) to certify compliance with federal employment eligibility rules, including verification through the U. S. Department of Homeland Securities E-Verify Program, in order to confirm that employees are authorized to work in the United States. The Verification Form must be submitted by the bidder at the time of submission of the Form of Proposal (the Bid form). As subcontractors are added to the project, they must submit a Verification Form prior to commencing work on the Project. Subcontractors must submit the Verification Form to the Public Body (Owner), not the Prime Contractor. Prime Contractors are required to notify all subcontractors in their contracts of the applicability of the "Public Works Employment Verification Act", with information regarding the use of the E-Verify Program, referencing the web sites [www.dgs.pa.gov](http://www.dgs.pa.gov) and [www.e-verify.gov](http://www.e-verify.gov) where they can obtain a copy of the Verification Form.

END OF SECTION

## 002213-SUPPLEMENTARY GENERAL CONDITIONS

## 1. OWNER

- A. The work is to be done for the Marple Newtown School District, Delaware County, Pennsylvania (hereinafter referred to as "District").

## 2. DEFINITIONS

- A. "Project" – shall mean the Gymnasium and Office HVAC Renovations at The Gauntlett Center for Marple Newtown School District, BMA Project No. 25113.00.
- B. "Contract Documents" - shall mean and shall consist of the Agreement, the General Instructions to Bidders, the General Conditions, Supplementary General Conditions, Special Conditions, Specifications, Drawings, Bulletins, Addenda to the Specifications, and Contractor's Bid Proposal, including all modifications thereof subsequently issued as provided by the terms of the contract or as amending the Contract Documents. All of these together form the Contract.
- C. "Board" - shall mean the Board of School Directors of the Marple Newtown School District, Delaware County, Pennsylvania.
- D. "Secretary" - shall mean the Secretary of the Board of School Directors of the Marple Newtown School District.
- E. "Owner" - shall mean the Marple Newtown School District, Delaware County, Pennsylvania.
- F. "Architect" - shall mean Bonnett Medica Associates Incorporated.
- G. "Approval" or "Approved" - shall mean written approval of the Board of School Directors of the Marple Newtown School District.
- H. "Contractor" - shall mean, unless the context indicates otherwise, the principal or prime contractor.
- I. "Subcontractor" - shall mean a person, partnership or corporation supplying labor or labor and materials and/or machinery for the Project to a Contractor.
- J. "Supplier" - shall mean a person, partnership or corporation supplying material, products or equipment for the project to a Contractor.
- K. The singular as used herein shall include the plural; the masculine shall include the feminine and the neuter; "Specifications" as used herein shall include Addenda, Supplemental Bulletins; "Material" as used herein shall include equipment and appliances; "Work" as used herein shall include material, labor, supplies, equipment, appliances, machinery and tools.
- L. Every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein and if, through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

- M. It is understood and agreed that all time limits are the essence of the contract.
3. LINES, LEVELS, ETC.
- A. The Contractor shall, at his own expense, procure datum information, grades, elevations, verify existing construction, etc., at the site, before starting work, otherwise any cost of correction shall be entirely at the contractor's expense.
4. HIRING AND CONDITIONS OF EMPLOYMENT
- A. The Contractor agrees to abide and be bound by the laws of the Commonwealth of Pennsylvania, relating to and regulating the hours and conditions of employment.
5. COMPETENT WORKMEN - RATES OF WAGES
- A. No person shall be employed to do work under such Contract except competent and first-class workmen and mechanics. No workmen shall be regarded as competent and first-class, within the meaning of this clause, except those who are fully 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 the established and current rate of wages paid for such hours by employers or organized labor in doing of similar work in the Township of Newtown.
6. ACCIDENT PREVENTION
- A. Precaution shall be exercised at all times for the protection of persons (including employees) and property. The safety provisions of applicable laws and building and construction codes shall be observed. Machinery, equipment, and all other hazards shall be guarded or eliminated in accordance with the safety provisions of the Manual of Accident Prevention in Construction, published by the Associated General Contractors of America, to the extent that such provisions are not in contravention of applicable law.
7. COOPERATION
- A. If this contract is proceeding with another, the contractor shall be responsible for any acts or omissions that interfere with the progress of the work of the other contractor or contractors.
- B. Contractor shall carefully examine all Drawings, Plans and Specifications and carry on his work in such manner as not to interfere with or delay the work of other Contractors. If any part of a Contractor's work depends upon the proper execution or results of some other contractor, the former shall inspect and report to the Architect any defects in such work.
- C. The Contractor shall furnish and maintain all temporary stairs, ladders, ramps, scaffolds and runways as required for the proper execution of the work.
- D. When basement or other rooms are used as shops, store rooms, etc., by the Contractor during the construction, the Contractor will be held responsible for any repairs, patching or cleaning arising from such use.
- E. The Contractor shall be responsible for the proper fitting of the work in place, and for coordination in the proper fitting of his work with that of all the Contractors. All work shall be executed only by skilled mechanics.

- F. Any discrepancies or inconsistencies found in the Drawings, Plans, and Specifications shall be reported immediately to the Architect for correction or interpretation; all dimensions shown in the Specifications, Drawings, Plans and Supplemental Bulletins must be verified by the contractor at the site before work is begun.
- G. The Contractor shall be responsible for phasing his work to allow for the occupancy and operation of the existing facility. Protected exit ways shall be maintained during construction.

8. INDEMNIFICATION AGAINST SUITS

- A. The Contractor shall indemnify and save harmless the Owner, the Board, its members and officers, the Architect, his assistants and all others who may act for the Board or the Owner from all suits and actions of every kind, nature and description brought by anyone whatsoever against them or any of them in any manner connected with the Contract here proposed or the work thereunder; provided that nothing herein stated shall be construed to preclude the Contractor from maintaining an action at law for money which may be due him under the Contract.

9. RESPONSIBILITY, RISK, ETC.

- A. The Contractor shall be liable for any loss or injury to property, including property of the Owner and all of its officers, agents, and employees, the Architect, and all of its partners, agents and employees, or persons occasioned by his neglect or accident, during the progress of the work, until the same shall have been completed and accepted by the Owner. He shall also assume full responsibility for loss by reason or neglect or violation of any State law or Township ordinances or encroachment upon neighbors.
- B. The Contractor shall immediately do anew and/or repair any damage or destruction of material and/or work except as resulting from an Act of God but including any other cause not directly attributable to the negligence of the Owner, at no additional cost to the Owner, the said loss to fall entirely upon the Contractor.
- C. The contractor shall properly protect the work in accordance with the custom of the trade and do everything necessary in order that the public, including the Owner, may not suffer any injury to person or property. He shall maintain signal lights and night watchman all night when and where reasonably necessary.

10. CONTRACTOR'S RESPONSIBILITY FOR LIABILITY TO THE PUBLIC, ETC.

- A. The Contractor agrees to assume all liability for, and shall and does agree to indemnify and save harmless the said Owner, Board Members and Officers, and Architect, his assistants and all others who may act for the Board or Owner against any and all loss, costs, suits, claims, charges or damages arising from injuries sustained by mechanics, laborers, workmen or by any person or persons whatsoever, to their person or property whether employed in and about the said work, or otherwise by reason of any accidents, damages or injuries, torts or trespasses, happening in and about, or in any way incident to or by reason of the doing of the said work, including costs, counsel fees and all expenses of defense.

## 11. REVIEW OF WORK

- A. All material and workmanship shall be subject to the acceptance of the Architect and the Board both at the site and wherever it is in the course of preparation or manufacture. The Contractor shall make available all facilities necessary for such evaluation. The decision of the Board, upon the recommendation of the Architect shall be final.
- B. Upon request, the Contractor shall furnish samples of material even at the sacrifice or destruction of the actual work already performed, provided that the expense involved shall fall upon the Contractor if it develops that the material or the work, or both, does not conform with the specifications.

## 12. OPERATION OF EQUIPMENT

- A. When items of equipment are installed, it shall be the responsibility of the Contractor installing such equipment to operate it as required by the Owner and the Architect for a satisfactory period of time for proper testing of the equipment and instructing the Owner's operating personnel. Contractor furnishing such equipment at his expense shall supply items required for proper testing of equipment.

## 13. CHANGES AND ALTERATIONS

- A. No change in the Contract shall be made without the written approval of the Owner. A request for any change shall be in writing.
- B. It is understood and agreed that the Owner may order extra work or make changes by altering, or deduction from, the work. The contract price shall be adjusted accordingly by action of the Owner, provided that all such extra work shall be executed under the terms of the original Contract. Any claim for extension of time caused thereby shall be in writing and shall be adjusted at the time of ordering such change in order to be binding upon the Owner.
- C. The amount of compensation to be paid to the Contractor for any changes and alterations, as so ordered, shall be determined as follows:
  - 1. By such applicable unit prices as are set forth in the Contract Documents.
  - 2. If no such unit prices are so set forth, then by a lump sum mutually agreed upon by the Owner and the Contractor, or
  - 3. If no such unit prices are so set forth and if the parties cannot agree upon a lump sum, then by the actual net cost in money to the Contractor of the material and of the wages of applied labor (including premiums for Worker's Compensation Insurance) required for such changes and alterations, plus such rental for plant and equipment (other than small tools) required and approved for such changes and alterations, plus overhead and profit based upon the following:
    - a) For the Contractor, for Work performed by the Contractor's own forces, fifteen percent (15%) of the cost;
    - b) For the Contractor, for Work performed by each of his Subcontractors involved, five percent (5%) of the amount due the Subcontractor;
    - c) For each Subcontractor or Sub-Subcontractor involved, for Work performed by that Subcontractor's own forces, fifteen percent (15%) of the cost;
    - d) For each Subcontractor, for Work performed by his Sub-Subcontractors

involved, five percent (5%) of the amount due to the Sub-Subcontractor.

Overhead and profit as described above, shall include compensation for all other items, including profit, administration, expenses, overhead, superintendence, insurance (other than Worker's Compensation Insurance), material used in temporary structures, additional premiums upon the Performance Bond of the Contractor, the use of small tools and other cost or expenses.

- D. Should the Contractor encounter subsurface and/or other conditions at the site materially differing from those shown on the drawings or indicated in the specifications, he shall immediately give notice to the Architect and the Owner of such conditions before they are disturbed. The architect will investigate the conditions and, if he finds that they materially differ from those shown on the drawings or indicated in the Specifications, he will make such changes in the drawings and/or specifications as he may find necessary. Any increase or decrease of cost resulting from such changes shall be adjusted in the manner provided herein for adjustments for changes and alterations. Contractor is responsible for verification of information furnished to him.
- E. Oral instructions given by any of the officers, agents, or employees of the Owner which depart from the Specifications shall not be binding.

#### 14. CLEAN-UP

- A. The Contractor shall be responsible for periodic cleaning up of the building and premises. He shall remove all refuse of any kind regardless as to who may have left same except shipping crates and boxes and their packing. No rubbish shall be burned at the site. Contractor shall also be responsible for keeping all property outside of the immediate work areas and material storage areas clean and free from all equipment, materials and debris. If any condition in violation of this requirement persists more than twenty-four (24) hours after notification by the Owner, the Owner shall have the right to abate the condition (without notice to the Contractor responsible) and charge the cost of abatement to the responsible Contractor.

#### 15. TIME OF COMPLETION

- A. It is the intent of the Marple Newtown School District to approve and award contracts at a meeting of the Board of Directors on or before February 24, 2026. Following contract awards, a written "Notice to Proceed" will be issued to each prime contractor deemed by the Board to have submitted the lowest cost bid responsive to the requirements of the Contract Documents. At that time, written contracts will be issued to each awarded Prime Contractors. Contracts shall be fully executed and returned to the Architect with the required bonds and insurance certificate within seven (7) calendar days of receipt of the Contracts.
- B. Contractors shall conform to the following schedule as determined by the date of contract award described in paragraph 15.A above.
  1. Following Notice to Proceed, all prime contractors shall be prepared to mobilize for the Project and be represented at project meetings.
  2. For materials and equipment with long lead times, all shop drawings, samples and product literature shall be submitted to the Architect / Engineer no later than March 13, 2026, or earlier as required to achieve Substantial Completion according to the

dates identified below. All other submittals shall be submitted to the Architect / Engineer no later than March 27, 2026, or earlier as required to achieve Substantial Completion according to the dates identified below.

3. Start Dates and Substantial Completion Dates (See Summary and Phase Milestones Below):
  - a. Phase 1A Gymnasium Start Date: Monday, June 1, 2026.
  - b. Phase 1A Substantial Completion Date: Friday, June 26, 2026.
  - c. Phase 1B Gymnasium Start Date: Monday, June 29, 2026.
  - d. Phase 1B Substantial Completion Date: Friday, July 31, 2026.
  - e. Phase 2 Offices Start Date: Monday, August 3, 2026.
  - f. Phase 2 Substantial Completion Date: Friday, August 28, 2026
  - g. All prime contractors shall be responsible for coordination between prime contractors, and the School District in order to assure that all work is completed in accordance with the project schedule and the provisions of the Project Manual.
4. Final Completion for each phase shall be thirty (30) calendar days from the established date of Substantial Completion for each phase.

- C. Bad Weather Days - Contractors shall be advised that the construction timelines as defined on the construction schedule have twenty-one (21) calendar days factored in for inclement weather or other events outside of the Contractor's control that would prohibit construction activity from taking place. Contractors shall plan accordingly. It is not the intention of this clause to delete calendar days from the project schedule in the event of experiencing less than the anticipated number of days of inclement weather or other events outside of the Contractors control.

#### 16. DELAYS, EXTENSION OF TIME, AND LIQUIDATED DAMAGES

- A. Should the Contractor be delayed in the prosecution or completion of the work by the act, neglect, or default of the Owner, the Architect or any employee or agent of either, or of any other Contractor employed by the Owner, upon the work or by any damage caused by strikes, lockouts, fire, unusual delay in transportation, or by reason of shortage of labor and/or material due to any action of the United States Government or any agency thereof, or other unavoidable casualties for which the Contractor is not responsible, or by combined action of workmen which is in no way caused by or resulting from default or collusion on the part of the Contractor, or by delay authorized by the Board upon the recommendation of the Architect or by any cause which the Board shall decide to justify the delay, then the time herein fixed for the completion of the work shall be extended for a period equivalent to the time lost by reason of any or all or all of the causes aforesaid, which extended period shall be determined and fixed by the Board upon the recommendation of the Architect but no such allowance shall be made unless a claim therefore is presented in writing to the Architect within forty-eight (48) hours of the occurrence of such delay.
- B. The Contractor shall carry on and complete his work so that the entire construction can be completed on the date of completion.
- C. No such extensions of time shall be deemed a waiver by the Owner of its right to terminate the Contract for abandonment or delay by the Contractor as herein provided or relieve the Contractor from full responsibility for performance of his obligations hereunder.

- D. All material, equipment and appliances called for or reasonably to be inferred from the Specifications as being required and all work to be done shall be furnished and done complete, in place and ready for use on the date fixed herein as the completion date.
- E. Should the Contractor fail to complete the Project on time, the Contractor will be subject to liquidated damages as described in Paragraph 16 of Special Conditions.

17. DEFAULT BY CONTRACTOR

Default by the Contractor shall occur if the Contractor shall:

- A. Be adjudged a bankrupt or make an assignment for the benefit of creditors; or
- B. Suffer a receiver or liquidator to be appointed for him or for any of his property and not have the same dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith stayed on appeal within said twenty (20) days; or
- C. In the opinion of the Board, prosecute the work hereunder with insufficient properly skilled workmen or insufficient machinery and equipment or insufficient materials of proper quality for the prompt completion of said work within the time herein specified; or
- D. Improperly perform said work or neglect or abandon it before its completion or unreasonably delay the same so that terms of the contract are being violated or executed in an unworkmanlike manner or in bad faith; or
- E. Neglect or refuse to review or again perform such work as may be rejected by the Owner as herein provided; or
- F. Fail, in any respect, to prosecute the work with promptness and diligence or fail to complete the work within the time herein specified; or
- G. Fail to make prompt payment to persons supplying labor, material or machinery for the work; or
- H. Fail or refuse to regard laws, ordinances, or the instructions of the Architect; or
- I. Otherwise be guilty of default under any of the terms of the Contract Documents.

18. OWNER'S REMEDIES

- A. Should the Contractor default, such default shall be evidenced by a certification thereof by the Architect or upon determination thereof by a resolution of the Board.
- B. In the event of the Contractor's default, the Owner shall have the following remedies, without prejudice to any other rights or remedies, which it may have:
  - 1. The Owner shall notify the Contractor, in writing, of such default. If such notice shall be without effect for five days after delivery thereof to the Contractor by Certified mail, the Owner may, in writing, by Certified mail, terminate his employment and his right to proceed, either as to the entire work or, at the option of the Owner as to any portion

thereof as to which delay shall have occurred.

2. The Owner upon such default, or after notice of termination is given, may take possession of the work and complete it by contract or otherwise as the Owner deems expedient. The Owner shall have full authority and power immediately to let a new Contract or Contracts for the completion of said work. It may select anyone as its new Contractor at such price or prices as it may deem proper.
  3. The contractor shall not be entitled to receive the retained percentage or any further payment until the work is finished.
  4. If the unpaid balance of the compensation to be paid the Contractor shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor.
  5. If such expenses, including as aforesaid, shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess.
  6. If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work, such material, appliances, supplies, plant and equipment as may be on the site of the work and necessary therefore.
  7. The Owner shall have full authority and power, in any event, to purchase such materials, appliances, supplies, tools and machinery, and to employ such workmen as, in the sole opinion of the Owner shall be required for the completion of said work at the expense of the Contractor.
  8. The Owner shall hold Contractor and his sureties liable for any damage, which may be suffered.
  9. If the Board does not so terminate the right of the Contractor to proceed, the Contractor shall continue the work, the Owner always reserving to itself all of its rights and remedies.
19. CONTRACTOR'S RIGHT TO TERMINATE CONTRACT
- A. If the work shall be stopped by order of the Court or any other public authority, for a period of three (3) months without act of fault of the Contractor or of any of his agents, servants, employees, or subcontractors, including suppliers, the Contractor may, upon ten (10) days' notice to the Owner discontinue his performance of the work, and/or terminate the Contract, in which event the liability of the Owner to the Contractor shall be determined as provided herein, except that the Contractor shall not be obligated to pay the Owner any excess of the expense of completing the work over the unpaid balance of the compensation to be paid the Contractor hereunder.
20. DISTRICT'S RIGHT TO OCCUPY PREMISES
- A. Portions of the existing facility may be occupied by the School District. The contractor shall phase his work accordingly and allow for proper exiting of occupants.

- B. On or after the stipulated completion date of the contract work or the established completion date of any part thereof, the Owner shall have the right to make use of any completed portion of the work, but such use shall not constitute in itself an acceptance of the work or any portions thereof.
- C. Prior to such use, however, the Owner and the Architect shall make an evaluation of the portion or portions of the work to be used to determine if it is in conformity with the contract.
- D. If the portions of the work to be used are completed and accepted prior to their use, the Contractor shall not be liable for any subsequent damage due to occupancy or use of the accepted portion or portions except as covered under the Maintenance Bond. Contractor shall remain responsible, however, for any damage caused in the used portion by his personnel.
- E. Under these conditions, the Owner will reimburse the Contractor for the cost of repairs of only those damages directly traceable to the Owner's occupation of the portions in question. After acceptance, the provisions of the Maintenance Bond shall apply.
- F. In the event that the portions of the work intended to be used by the Owner are deemed to be too far from completion by the agreed completion date, or if their use would delay completion, the Contractor shall so notify the Owner with copy to the Architect who shall then make arrangements to use other facilities (away from new construction or existing areas being altered) for storage and/or human occupancy use with the Contractor bearing cost as specified under "Liquidated Damages."

## 21. FINAL ACCEPTANCE

- A. Contractor shall perform and complete his work according to the Contract Documents without fault or defect of any kind. In absence of more specific directives, and insofar as applicable, the work shall:
  - 1. be completed in a first-class manner;
  - 2. be placed in a thoroughly clean and unmarred condition;
  - 3. be checked out in a step-by-step manner to ascertain that all fastenings, controls, valves, safety devices, operating devices and other required appurtenances have been provided in accordance with the Contract Documents;
  - 4. be free of previously condemned or rejected parts and be properly restored to the extent thereof; and
  - 5. be balanced for proper operation wherever adjustments for balancing may exist in the work.
- B. When this condition of completion exists, Contractor shall request final review by the Architect who will visit the site and make observation. Where any inadequacies are encountered in the work, they will be noted on a punch list. Contractor shall then remedy each and every punch list item in a manner directed and make the entire work conform to the requirements of Contract Documents. Contractor shall then request inspection of all punch list items and Architect will revisit site and make a final review.
- C. At the final review any items or work not then acceptable that have been recorded on punch list at time of prior inspection require Contractor to expedite correction of such items or work, and shall cause certificate of final payment to be withheld until the entire project is completed and acceptable. In addition, Contractor shall be responsible for any added expense of Owner, such as cost of additional review by the Architect, expenses in connection

therewith; such cost and expenses shall be deductible by the Owner from amount of final payment. Evidence of such costs, if charged to Contractor, will be given by Owner to Contractor.

## 22. PAYMENT

- A. On a monthly basis, the Owner shall make partial payment to the Construction contractors for the work performed during the preceding calendar month. The initial payment approval will be contingent upon receipt of an approved Construction Schedule.
- B. Such payment shall be based on an estimate of such work and requisition for payment to be submitted using the AIA Document G702/G703 Application and Certificate for Payment in triplicate, by the Contractor to **the Architect** as directed. Upon request of the Owner or Owner's representatives, the Contractor shall be required to submit with each Application for Payment, a Contractor's Affidavit of Partial Release of Liens. Applications for Payment submitted without the requested Partial Release of Liens documentation shall not be processed until the Contractor provides such documentation. The estimate and requisition must be accepted by the Architect before it will be paid by the Board.
- C. The Board shall retain a percentage of the amount of each such estimate until final completion and acceptance of all of the work covered by this Contract.
- D. The acceptance by the Contractor of the payment for the final certificate shall constitute a waiver of all claims against the Owner under or arising out of this Contract.
- E. Within the period of specific or general guarantees, no certificate given or payment made under the Contract or partial or entire occupancy of the building by the District shall be construed as an acceptance of defective work or improper materials or as condoning any negligence or omission.
- F. The Owner at final settlement, shall receive written guarantees from the Contractor and the subcontractors whose special branches call for guarantees in the Specifications. Said guarantees to be countersigned by the Contractor and to be fulfilled by him in the event the subcontractor fails to do so.
- G. The Contractor shall pay:
  - 1. For all transportation and utility service on a monthly basis for the calendar month following that in which such services are rendered.
  - 2. For all material, tools, and other expendable equipment, to the extent of ninety percent (90%) of the cost thereof, on a monthly basis for the calendar month following that in which such material, tools and equipment are delivered at the site of the project, and the balance of the cost thereof not later than the thirtieth (30th) day following the completion of that work in or on which such material, tools and equipment are incorporated or used, and
  - 3. To each of his subcontractors, not later than the fifth (5th) day following each payment to the Contractor the respective amounts allowed the Contractor on account of the work performed by his subcontractors, to the extent of each such subcontractor's interest therein.
- H. Payments to the contractor will be made in amounts commensurate with the portion of the work completed, provided that ten percent (10%) of each payment will be retained until the work of the project is fifty percent (50%) complete. Upon satisfactory performance and

progress of the work and submission of written request by the Contractor accompanied by a completed, signed and notarized Consent of Surety to Reduction in or Partial Release of Retainage (AIA Document G707A), the District may upon approval of the Board at 50% completion of the work, reduce the amount of retainage to five percent (5%) of all payments previously made and five percent (5%) of each payment made through final acceptance of the work. The Owner shall pay all retainage upon final acceptance of the work.

- I. Payments will be made for material suitably stored on the site which is necessary for the prosecution of the work in the same proportion and in the same manner as provided above.

23. RETENTION OF MONIES BY REASON OF CLAIMS FOR WAGES AND MATERIAL

- A. It is also expressly understood and agreed that the Owner may retain monies due to the Contractor in the event that it shall appear that such Contractor has failed to provide for and to pay any proper claims or bills for wages, materials, claims, damages, or otherwise, the prompt and faithful payment of which by the Contractor is provided for in the Contract or the said specifications; such monies may be held by the Owner to better secure such performance, or may be paid on the Contractor's account to the parties entitled hereto, which payment or payments shall constitute a full acquittance, accord and satisfaction of all liability of the Owner to the Contractor therefore, to the amount of such payments.

24. CORRECTION OF WORK AFTER FINAL PAYMENT

- A. Neither the final certificate nor payment nor any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and, unless otherwise specified, he shall remedy any defects due thereto and pay any damage to other work resulting therefrom, which shall appear within a period of two (2) years from the date of final acceptance of the Owner. The Board shall give notice of observed defects with reasonable promptness. The Architect shall decide all questions arising under this clause.

25. NO EXTRA COMPENSATION

- A. The Contractor agrees that he has judged for and satisfied himself as to the character of the work to be done and materials to be furnished, and other circumstances affecting the cost of performance of the work. He agrees that he will not ask, demand, sue for or recover extra compensation for any materials furnished or work done under his Contract, beyond the amount payable for the classes of work or kind of material specified by the Specifications and Drawings actually performed and furnished by him at the price therefor agreed upon and fixed.
- B. There shall be no cash allowances.

26. ASSIGNMENT OF CONTRACT

- A. The bidder agrees that if the Contract is awarded to him he will not assign or transfer the Contract, or assign or transfer in part any rights or privileges which may accrue under the terms of the Contract, or to assign any money which may become due to the said Contractor thereunder.

## 27. OTHER CONTRACTS

- A. The Owner reserves the right to let other Contracts and to install equipment and furniture in the building at any time during the construction of the building without in any way affecting this Contract.

## 28. RIGHT OF BOARD TO CONTEST ESTIMATES, ETC.

- A. Nothing contained in the Contract Documents shall be construed to preclude the Board from contesting the estimates or certificates of its Architect, officers or agents, or any claim of the Contractor under the Contract Documents or under such estimates or certificates; but the Board shall be at full liberty to raise every legal defense as to the character, quality, and quantity of the said work and material and as to the time and manner in which the same shall be furnished and done notwithstanding the certificates or approval of any Architect, officer or agent of the Owner.

## 29. RELEASE OF LIENS

- A. Upon completion of the work and before final payment is made the Contractor shall furnish to the Owner a complete Release of Mechanics Liens signed by the Contractor and all of his subcontractors and materialmen. Failure of the Contractor to furnish such Release of Liens shall, at the discretion of the Owner, be sufficient reason to withhold the final payment until the Release is furnished.

## 30. GUARANTEE OF WORK

- A. Except as otherwise expressly provided in the Contract Documents, the Contractor unqualifiedly guarantees all work, for a period of one (1) year following the date of final completion and acceptance of the work, against all defects resulting from the use of materials, equipment or workmanship that are inferior, or defective, or not in accordance with the Contract Documents. Upon receiving written notice of such defects from the Architect or Owner, the Contractor shall, at his expense and risk, promptly and without expense to the Owner, correct all such defects and all damages to the remainder of the work and to other property of the Owner or others resulting therefrom. Neither the final certificate, nor payment, nor any provision in the Contract Documents shall relieve the Contractor of responsibility under this Article. The Owner shall give notice of observed defects with reasonable promptness.

## 31. GENERAL CONDITIONS OF THE CONTRACT

- A. The General Conditions of the Contract for Construction is hereby amended as follows: Sections 3.8, 3.8.1, 3.8.2, 3.8.2.1, 3.8.2.2, 3.8.2.3, 3.8.3, 15.4, 15.4.1, 15.4.1.1, 15.4.2, 15.4.3, 15.4.4, 15.4.4.1, 15.4.4.2, and 15.4.4.3 are deleted from General Conditions A.I.A. Document A201. The word "Arbitration" is deleted from Sections 8.3.1, 11.3.10, 13.1 and 15.3.2 as a method of Dispute Resolution. The Contract shall be governed by the law of the place where the Project is located and the method of Binding Dispute Resolution for any claim not resolved by mediation pursuant to Section 15.3 of the General Conditions of the Contract for Construction shall be litigation in a court of competent jurisdiction in Delaware County, Pennsylvania.

END OF SECTION

## 003119-SPECIAL CONDITIONS

These Special Conditions shall apply to the work as a whole, and to each branch or subdivision and subcontractor for same should the work be divided. Subcontractors shall have access to read a copy of these Special Conditions and no Contractor or arrangements with them shall be such as to conflict herewith. Any requirements contained in the General Conditions which differ from any requirements contained in these "Special Conditions" shall be superseded by the requirements of these "Special Conditions."

## 1. ARRANGEMENT OF THE SPECIFICATIONS

The Contractor is advised that the arrangement of the technical sections of the Specifications is furnished for convenience only. The allocation of the items of work between his Subcontractors is entirely the responsibility of the Contractor.

## 2. SAFETY DURING CONSTRUCTION

A. The Contractor shall enforce suitable rules and provide the required guards, and protective devices for the safe prosecution of the work and for the safety and health of the men employed in it and the public in general, both inside and outside the limit of Contract. The Contractors are responsible for compliance with the Federal Occupational Safety and Health Act of 1970.

B. The Prime Contractor and all Subcontractors shall immediately report all accidents, injuries, or health hazards to the Owner and Architect, or their designated representatives, in writing.

## 3. SUBSTITUTIONS OF MATERIAL

**Bidders wishing to obtain approval on items other than those specified by name shall submit their request to the Architect not later Thursday, February 12, 2026. No substitutions will be considered thereafter.**

All such requests shall be in accordance with the terms and conditions of the Contract Documents. Prior approval submittals shall be reviewed as set forth herein.

A. The burden of proof of performance equality and the completeness of this submittal is the responsibility of the Bidder.

B. The Architect shall not be required to complete the submittal, that is, select from options or models and lines of products. The bidder is responsible to clearly indicate this information.

C. The Architect shall not be required to seek information from manufacturer's literature on file in the office, or from other sources or locations. The Bidder is responsible to provide all information required for the Architect's review.

D. The product shall be equal, or better in those features and performance, which the specified product provides.

E. Acceptance by the Architect will be in the form of an Addendum to the Specifications issued to all prospective Bidders indicating that the additional brand or brands are acceptable as equal to those specified so far as the requirements of the project are concerned.

F. If the Bidders do not elect to obtain prior acceptance during the time so specified, they have thereby evidenced their intention and are bound to provide all those articles and brand names stated in the Specifications.

#### 4. DAMAGE TO PROPERTY

Should any direct or indirect damage be done to any public or private property of any kind or to any structure, materials, equipment of fixtures, resulting from any act or omission on the part of any of the Contractors, his Subcontractors or employees or agents, the Contractor shall, at his/her own cost and expense, restore the same equal to its condition before the said damage was done by repairing, replacing, rebuilding as may be required by the Owner, or shall make good such damage in a manner satisfactory to the Owner, the Architect, or the Owner of the damaged property.

#### 5. CLEAN-UP

The Contractor shall at his/her own cost and expense, shall remove all debris from the site to the satisfaction of the Owner and Architect. The work areas shall be kept free of debris by removing waste products/ materials on a daily basis.

#### 6. DRAWINGS AND SPECIFICATIONS FURNISHED TO CONTRACTORS

Following the execution of their respective contracts, Contractors shall be entitled to receive from the Architect, without charge, Contract Drawings and Specifications as follows:

A. Prime Contractors – Drawings and Specifications will be available in electronic format (Portable Document Format) only on the Website [www.box.com](http://www.box.com) where the Bid Documents are accessed.

#### 7. STRUCTURES, MATERIALS, ETC., ON THE SITE

All materials, trees, equipment and structures of any kind now on the site that do not interfere with the performance of the work required hereunder shall be left in place, and shall remain the property of the Owner unless otherwise specified. All live, healthy trees, shrubs, etc., not specified to be removed and not interfering with the removal or installation of new work required hereunder, shall be protected against damage as directed.

#### 8. TEMPORARY ELECTRICAL SUPPLY

- A. The Electrical Contractor shall be responsible to supply electricity, if needed, to the work area from a source to be provided by the Electrical Contractor. The Owner shall pay usage costs for electricity used.
- B. All PECO Energy costs associated with the temporary service installation for construction trailers shall be the responsibility of the Electrical Contractor.
- C. All temporary service usage costs for the construction trailers shall be the responsibility of the General Contractor.

#### 9. TEMPORARY WATER SUPPLY

The Contractor shall be responsible to supply water, if needed, to the work area from a source to be provided by the Contractor. The Owner shall pay the cost of all water used.

#### 10. WARRANTY

Supplementing any specific guarantee or warranties provided for in any other provision of this contract for the work to be performed hereunder; each Contractor covenants and agrees to remedy without cost to the Owner, any defect which may develop within one (1) year from the date of completion and acceptance of the work performed under this contract, or damage which may be caused by such defects, provided such defects, in the judgment of the Owner, are caused by inferior materials and workmanship. The warranty period shall commence on the date of substantial completion or in absence thereof the date of approval by the Architect of the contractor's final application and certificate for payment.

#### 11. OPERATIONS AND STORAGE AREAS

All operations of the Contractor (including storage of materials) shall be confined to areas authorized or approved by the Owner. No unauthorized or unwarranted entry upon, passage through, or storage or disposal of material shall be made upon area not so authorized or approved. The Contractor responsible shall be liable for any and all damage caused by him to such area.

#### 12. TEMPORARY STORAGE SHEDS

Each Contractor may provide and later remove and dispose of such temporary storage sheds as are required to protect and safeguard his and his Subcontractor's materials, tools, and equipment. The location of storage sheds shall be subject to the Owner's approval. All materials shall be stored in locations as approved by the School District.

#### 13. SCAFFOLDS, LADDERS, RUNS AND HOISTS

The Contractor shall construct and maintain such temporary scaffolds, ladders, runs, hoists, centering, shoring, and other facilities as required to perform the work under his contract.

#### 14. TIME FOR COMMENCEMENT AND COMPLETION

The work shall be completed as indicated in Article 15 of the Supplementary General Conditions. If it becomes necessary in the opinion of the Architect or Owner to post-pone the project or any phase of the work, then the Owner or Architect will authorize an extension of the contract time. An extension of the contract time shall not be caused for an increase in the Contractor's price.

#### 15. GENERAL SCOPE OF WORK

It is the intent and purpose of these specifications and the accompanying drawings to cover and include all materials, machinery, apparatus, delivery, taxes, insurance, and labor necessary to properly install, equip, adjust, and put into perfect function the respective portions of the installation specified and to so interconnect the various items and sections of the work (new and existing) as to form a complete and properly finished whole system.

Any equipment, accessories, materials, apparatus, machinery and items not mentioned in detail, and labor not hereinafter specifically mentioned or inferred, which may be found necessary in the opinion of the Architect, to complete or perfect any portion of an installation, shall be furnished without extra cost to the Owners by the Contractor. The drawings and specifications indicate the general constituents of an assembly or system and may not indicate all components necessary to

complete an assembly or system. The contractor is responsible to provide complete assemblies and/or systems without additional cost to the Owner.

#### 16. LIQUIDATED DAMAGES

The Owner will suffer damages if the Construction Contract(s) is not complete as scheduled in the Time for Commencement and Completion. The Contractor and Contractor's Surety Company shall be liable for and shall pay to the Owner the sum of **\$1,000.00** per day as Liquidated Damages for each calendar day of delay until the Construction Contract is complete.

"Substantial Completion" shall be completion of Contractor's obligations hereunder such as to allow Owner to occupy all portions, rooms, and spaces within the building or on the site in a normal fashion for the intended purpose of conducting the normal and customary activities of the intended purpose of the building.

It is agreed by the parties hereto that the liquidated sums and actual damages provided for by this Paragraph shall be paid by Contractor to Owner within thirty (30) days following written demand made by Owner or its agent to Contractor, and that such damages shall be in the nature of agreed-to damages and not penalties. Should Contractor fail to pay the sums as provided for in this Paragraph, Owner shall have the right to deduct the same amount from the contract price.

#### 17. SAFE WORK ENVIROMENT

##### A. Statement of Purpose.

It is the intent of the School District to provide a safe work environment for all individuals either directly or indirectly involved in all renovation and construction projects. This includes alcohol-free and drug-free job sites.

##### B. Prohibition.

Possession, distribution, and/or use of alcohol or alcoholic beverages on School District property are prohibited. Possession, distribution, and/or use of any other drug or controlled substance, except under and in accordance with the institution of a licensed physician, is prohibited. Additionally, and notwithstanding the forgoing, no individual shall be permitted on School District property while under the influence of alcohol, other drug(s), and/or controlled substance(s).

##### C. Testing.

1. The School District may require any individual employed or engaged in the project, either directly or indirectly, to submit to drug and/or alcohol testing on the basis of reasonable suspicion.
2. The School District may require any individual employed or engaged in the project, either directly or indirectly, to submit to drug and/or alcohol testing based on involvement in any accident.
3. The School District may require any individual employed or engaged in the project, either directly or indirectly, to submit to random drug and/or alcohol testing.

4. All testing shall be performed at a laboratory or medical testing site to be designated by the School District.
5. All expenses associated with testing under subparagraph 17C.1 and 17C.2 shall be paid by prime contractor by virtue of which the individual is employed or engaged in the project, either directly or indirectly.
6. All expenses associated with the testing under subparagraph 17.C.3 shall be paid by the School District.

D. Exclusion from Job Site

Any individual who refuses to cooperate with or submit in accordance with the provisions of paragraphs 17B and/or 17C above or who tests positive for alcohol or drugs shall be excluded from the job site at the discretion of the School District

Exclusion of any individual(s) from the job site or work interrupt(s) caused by testing or the consequences(s) thereof shall be the sole responsibility of the prime contractor for whom the individual(s) is/are employed or engaged, either directly or indirectly.

18. DIGITAL FILES POLICY:

- A. AutoCAD files of the project floor plans shall be made available to Prime Contractors contingent upon the following stipulations and procedures.
  1. AutoCAD files to be made available shall consist of the basic project floor plan only. Dimensions, construction details, notes, schedules, reflected ceiling plans, etc. will not be included with the file.
  2. No other contract document drawing files shall be provided.
  3. Prime Contractors interested in obtaining this file shall submit a fully completed and executed "Digital File Request Form" to the attention of the Bonnett Associates Incorporated Project Manager. A copy of this form has been provided in the Project Manual for Prime Contractor use.
  4. Incomplete Digital File Request Forms shall not be processed until all information has been provided.
  5. Digital File Request Forms shall only be submitted by Prime Contractors following receipt of a fully executed Form of Agreement between the Owner and Contractor. Digital files shall not be made available to bidders during the bid phase of the project.

END OF SECTION

**004115-FORM OF PROPOSAL  
GENERAL CONSTRUCTION**

To: Marple Newtown School District  
Administration Building  
40 Media Line Road  
Newtown Square, PA 19073

This Proposal is submitted in accordance with your advertisement inviting proposals to be received until **2:00 P.M. on Thursday, February 19, 2026**, for all labor, equipment and material required for the completion of:

GENERAL CONSTRUCTION  
FOR GYMNASIUM AND OFFICE HVAC RENOVATIONS AT THE GAUNTLETT CENTER  
20 MEDIA LINE ROAD, NEWTOWN SQUARE, PA 19073  
FOR THE MARPLE NEWTOWN SCHOOL DISTRICT

in the Marple Newtown School District, Delaware County, PA.

Having carefully examined the Contract Documents dated **January 30, 2026**, comprising the Drawings, Specifications and all Documents bound therewith, including Instructions to Bidders, Special Conditions, Supplementary and General Conditions, together with all Addenda thereto, entitled:

GYMNASIUM AND OFFICE HVAC RENOVATIONS AT THE GAUNTLETT CENTER

as prepared by Bonnett Medica Associates Incorporated and having visited the site and being familiar with the various conditions affecting the work, the undersigned herein agrees to furnish all material, perform all labor and do all else necessary to complete the contract in accordance with the said Contract Documents for the Contract amounts stipulated in this Form of Proposal.

Whereas the Marple Newtown School District desires to ascertain the cost for GYMNASIUM AND OFFICE HVAC RENOVATIONS AT THE GAUNTLETT CENTER herein above, the bidder shall stipulate the contract amount (Base Bid) for the work as described herein. The Marple Newtown School District shall have the right to award a contract to any contractor for the building based upon the contract amount stated herein.

A. Base Bid.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

B. Alternates.

1. **ADD Alternate No. 1 (GC):** State the dollar amount to be added to the Base Bid to provide General Construction scope associated with Alternate No. 1 in accordance with the Contract Documents.

ADD: \_\_\_\_\_ Dollars \$ \_\_\_\_\_

2. **DEDUCT Alternate No. 2 (GC):** State the dollar amount to be deducted from the Base Bid to DELETE the cementitious wood fiber panels in the Gymnasium in accordance with the Contract Documents. Note: Acceptance of this deduct alternate is contingent upon the Owner awarding the GC Base Bid and GC Alternate Bid No. 1.

DEDUCT: \_\_\_\_\_ Dollars \$ \_\_\_\_\_

**FORM OF PROPOSAL (Continued)**

C. Unit Prices:

Bidder proposes following Unit Prices, which shall be applied for additional or deleted Work as requested by Owner. Items shall be provided completely installed and shall be in full accordance with Specifications herein written. Following Unit Prices shall be inclusive of all Work installed including: material, labor, permits, delivery, overhead, profit, and taxes. Prices shall be listed for each item. Where changes are made to Work shown on Contract Drawings, Unit Prices shall apply only to net differences between original Work and new Work. Unit prices identified as Unit Allowance shall be provided in accordance with Section 012750 Quantity Allowances. These values shall be multiplied by the corresponding quantities specified in Section 012750 Quantity Allowances to establish costs that shall be included in the Base Bid.

- 1. Unit Allowance G.1 General Laborer, per man hour. \$ \_\_\_\_\_
- 2. Unit Allowance G.2 Journeyman Painter Class 2 Labor, per man hour. \$ \_\_\_\_\_
- 3. Unit Allowance G.3a Carpenter Journeyman Labor for ceilings, per man hour. \$ \_\_\_\_\_
- 4. Unit Allowance G.3b Acoustical tile Type 1, per case. \$ \_\_\_\_\_

D. Addenda:

The undersigned hereby acknowledges receipt of the Addenda (If none were issued, so indicate).

<u>Addenda Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

The undersigned acknowledges that he or a representative of the business organization submitting the proposal attended the pre-bid conference on \_\_\_\_\_, 2026. If pre-bid conference was not attended, the undersigned acknowledges that he or a representative of the business organization submitting the proposal did in fact visit and review the project field conditions on \_\_\_\_\_, 2026.

The undersigned acknowledges that the Bid Bond or other acceptable Bid Guarantee furnished with this Proposal will be forfeited or retained by the Owner as liquidated damages if the undersigned shall fail to furnish a properly executed Performance Bond and a properly executed Payment Bond, as required by the Contract Documents after receiving notice from Marple Newtown School District, prior to the award of the Contract or this proposal or any part thereof is accepted by the School District and the undersigned shall fail to furnish evidence of required insurance coverage, upon request, and execute the Agreement as required by the Contract Documents. Should the School District fail to make an award on this Project through no fault or failure on the part of the bidder, and if a check is provided, then the Owner shall return said check.

The undersigned acknowledges that all work will be completed in accordance with the schedules stated in Paragraph 15 of the Supplementary General Conditions as included in the Project Manual.

The undersigned agrees to enter a written agreement with the Marple Newtown School District on a form of agreement consistent with the terms of the Contract Documents and acceptable to the School District.

**FORM OF PROPOSAL (Continued)**

The undersigned hereby certifies that this proposal is genuine and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not here named, and that the undersigned has not, directly or indirectly, induced or solicited any other bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

**Corporate Contractor Sign Here**

\_\_\_\_\_  
Official Address

By: \_\_\_\_\_  
President or Vice President

Corporate Seal

\_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary or Assistant Secretary

**Partnership Contractor Sign Here**

\_\_\_\_\_  
Official Address

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

**Individual Contractor Sign Here**

\_\_\_\_\_  
Official Address

By: \_\_\_\_\_

Witness: \_\_\_\_\_

**Date:** \_\_\_\_\_

NOTE: Typewritten or stamped signature will not be accepted. Signatures must be handwritten in ink.  
No Bidder shall alter the Proposal Form if so it is reason for disqualification.  
No Bidder may withdraw his bid for a period of Sixty (60) days after the date set for the opening thereof.

**004116-FORM OF PROPOSAL  
HEATING, VENTILATION AND AIR CONDITIONING CONSTRUCTION**

To: Marple Newtown School District  
Administration Building  
40 Media Line Road  
Newtown Square, PA 19073

This Proposal is submitted in accordance with your advertisement inviting proposals to be received until **2:00 P.M. on Thursday, February 19, 2026**, for all labor, equipment and material required for the completion of:

HEATING, VENTILATION AND AIR CONDITIONING CONSTRUCTION  
FOR GYMNASIUM AND OFFICE HVAC RENOVATIONS AT THE GAUNTLETT CENTER  
20 MEDIA LINE ROAD, NEWTOWN SQUARE, PA 19073  
FOR THE MARPLE NEWTOWN SCHOOL DISTRICT

in the Marple Newtown School District, Delaware County, PA.

Having carefully examined the Contract Documents dated **January 30, 2026**, comprising the Drawings, Specifications and all Documents bound therewith, including Instructions to Bidders, Special Conditions, Supplementary and General Conditions, together with all Addenda thereto, entitled:

GYMNASIUM AND OFFICE HVAC RENOVATIONS AT THE GAUNTLETT CENTER

as prepared by Bonnett Medica Associates Incorporated and having visited the site and being familiar with the various conditions affecting the work, the undersigned herein agrees to furnish all material, perform all labor and do all else necessary to complete the contract in accordance with the said Contract Documents for the Contract amounts stipulated in this Form of Proposal.

Whereas the Marple Newtown School District desires to ascertain the cost for GYMNASIUM AND OFFICE HVAC RENOVATIONS AT THE GAUNTLETT CENTER herein above, the bidder shall stipulate the contract amount (Base Bid) for the work as described herein. The Marple Newtown School District shall have the right to award a contract to any contractor for the building based upon the contract amount stated herein.

A. Base Bid.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

B. Alternates.

1. **Alternate No. 1 (HVAC):** State the dollar amount to provide HVAC Construction scope of work associated with Alternate Bid in accordance with the Contract Documents **in lieu of the Base Bid.**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**FORM OF PROPOSAL (Continued)**

C. Unit Prices:

Bidder proposes following Unit Prices, which shall be applied for additional or deleted Work as requested by Owner. Items shall be provided completely installed and shall be in full accordance with Specifications herein written. Following Unit Prices shall be inclusive of all Work installed including: material, labor, permits, delivery, overhead, profit, and taxes. Prices shall be listed for each item. Where changes are made to Work shown on Contract Drawings, Unit Prices shall apply only to net differences between original Work and new Work. Unit prices identified as Unit Allowance shall be provided in accordance with Section 012750 Quantity Allowances. These values shall be multiplied by the corresponding quantities specified in Section 012750 Quantity Allowances to establish costs that shall be included in the Base Bid.

- |   |          |
|---|----------|
| 1. Unit Allowance H.1 Additional 2" Ball Valve, per assembly of 2" sizes. | \$ _____ |
| 2. Unit Allowance H.2 Additional Sensors, per assembly.                   | \$ _____ |
| 3. Unit Allowance H.3 Additional Thermostats, per assembly.               | \$ _____ |
| 4. Unit Allowance H.4 Additional Ductwork, per pound.                     | \$ _____ |
| 5. Unit Allowance H.5 Additional Steel Pipe, per linear foot.             | \$ _____ |
| 6. Unit Allowance H.6 Additional Copper Pipe, per linear foot.            | \$ _____ |
| 7. Unit Allowance H.7 Roof Curbs, per assembly.                           | \$ _____ |
| 8. Unit Allowance H.8 Journeyman Sheet Metal Worker Labor, per man hour.  | \$ _____ |
| 9. Unit Allowance H.9 Pipe Fitter Worker Labor, per man hour.             | \$ _____ |

D. Addenda:

The undersigned hereby acknowledges receipt of the Addenda (If none were issued, so indicate).

<u>Addenda Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

The undersigned acknowledges that he or a representative of the business organization submitting the proposal attended the pre-bid conference on \_\_\_\_\_, 2026. If pre-bid conference was not attended, the undersigned acknowledges that he or a representative of the business organization submitting the proposal did in fact visit and review the project field conditions on \_\_\_\_\_, 2026.

The undersigned acknowledges that the Bid Bond or other acceptable Bid Guarantee furnished with this Proposal will be forfeited or retained by the Owner as liquidated damages if the undersigned shall fail to furnish a properly executed Performance Bond and a properly executed Payment Bond, as required by the Contract Documents after receiving notice from Marple Newtown School District, prior to the award of the Contract or this proposal or any part thereof is accepted by the School District and the undersigned shall fail to furnish evidence of required insurance coverage, upon request, and execute the Agreement as required by the Contract Documents. Should the School District fail to make an award on this Project through no fault or failure on the part of the bidder, and if a check is provided, then the Owner shall return said check.

**FORM OF PROPOSAL (Continued)**

The undersigned acknowledges that all work will be completed in accordance with the schedules stated in Paragraph 15 of the Supplementary General Conditions as included in the Project Manual.

The undersigned agrees to enter a written agreement with the Marple Newtown School District on a form of agreement consistent with the terms of the Contract Documents and acceptable to the School District.

The undersigned hereby certifies that this proposal is genuine and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not here named, and that the undersigned has not, directly or indirectly, induced or solicited any other bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

**Corporate Contractor Sign Here**

\_\_\_\_\_  
Official Address

By: \_\_\_\_\_  
President or Vice President

Corporate Seal

\_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary or Assistant Secretary

**Partnership Contractor Sign Here**

\_\_\_\_\_  
Official Address

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

**Individual Contractor Sign Here**

\_\_\_\_\_  
Official Address

By: \_\_\_\_\_

Witness: \_\_\_\_\_

**Date:** \_\_\_\_\_

NOTE: Typewritten or stamped signature will not be accepted. Signatures must be handwritten in ink.  
No Bidder shall alter the Proposal Form if so it is reason for disqualification.  
No Bidder may withdraw his bid for a period of Sixty (60) days after the date set for the opening thereof.

**004118-FORM OF PROPOSAL  
ELECTRICAL CONSTRUCTION**

To: Marple Newtown School District  
Administration Building  
40 Media Line Road  
Newtown Square, PA 19073

This Proposal is submitted in accordance with your advertisement inviting proposals to be received until **2:00 P.M. on Thursday, February 19, 2026**, for all labor, equipment and material required for the completion of:

ELECTRICAL CONSTRUCTION  
FOR GYMNASIUM AND OFFICE HVAC RENOVATIONS AT THE GAUNTLETT CENTER  
20 MEDIA LINE ROAD, NEWTOWN SQUARE, PA 19073  
FOR THE MARPLE NEWTOWN SCHOOL DISTRICT

in the Marple Newtown School District, Delaware County, PA.

Having carefully examined the Contract Documents dated **January 30, 2026**, comprising the Drawings, Specifications and all Documents bound therewith, including Instructions to Bidders, Special Conditions, Supplementary and General Conditions, together with all Addenda thereto, entitled:

GYMNASIUM AND OFFICE HVAC RENOVATIONS AT THE GAUNTLETT CENTER

as prepared by Bonnett Medica Associates Incorporated and having visited the site and being familiar with the various conditions affecting the work, the undersigned herein agrees to furnish all material, perform all labor and do all else necessary to complete the contract in accordance with the said Contract Documents for the Contract amounts stipulated in this Form of Proposal.

Whereas the Marple Newtown School District desires to ascertain the cost for GYMNASIUM AND OFFICE HVAC RENOVATIONS AT THE GAUNTLETT CENTER herein above, the bidder shall stipulate the contract amount (Base Bid) for the work as described herein. The Marple Newtown School District shall have the right to award a contract to any contractor for the building based upon the contract amount stated herein.

A. Base Bid.

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

B. Alternates.

1. **Alternate No. 1 (EC):** State the dollar amount to provide Electrical Construction scope associated with Alternate Bid in accordance with the Contract Documents **in lieu of the Base Bid.**

\_\_\_\_\_ Dollars \$ \_\_\_\_\_

**FORM OF PROPOSAL (Continued)**

C. Unit Prices:

Bidder proposes following Unit Prices, which shall be applied for additional or deleted Work as requested by Owner. Items shall be provided completely installed and shall be in full accordance with Specifications herein written. Following Unit Prices shall be inclusive of all Work installed including: material, labor, permits, delivery, overhead, profit, and taxes. Prices shall be listed for each item. Where changes are made to Work shown on Contract Drawings, Unit Prices shall apply only to net differences between original Work and new Work. Unit prices identified as Unit Allowance shall be provided in accordance with Section 012750 Quantity Allowances. These values shall be multiplied by the corresponding quantities specified in Section 012750 Quantity Allowances to establish costs that shall be included in the Base Bid.

- 1. Unit Allowance E.1 Duplex receptacle and Wiring, per assembly. \$ \_\_\_\_\_
- 2. Unit Allowance E.2 Exit Sign & Wiring, per assembly. \$ \_\_\_\_\_
- 3. Unit Allowance E.3 2x4 Light Fixture & Wiring, per assembly. \$ \_\_\_\_\_
- 4. Unit Allowance E.4 Journeyman Electrician Labor, per man hour. \$ \_\_\_\_\_

D. Addenda:

The undersigned hereby acknowledges receipt of the Addenda (If none were issued, so indicate).

<u>Addenda Number</u>	<u>Dated</u>
_____	_____
_____	_____
_____	_____

The undersigned acknowledges that he or a representative of the business organization submitting the proposal attended the pre-bid conference on \_\_\_\_\_, 2026. If pre-bid conference was not attended, the undersigned acknowledges that he or a representative of the business organization submitting the proposal did in fact visit and review the project field conditions on \_\_\_\_\_, 2026.

The undersigned acknowledges that the Bid Bond or other acceptable Bid Guarantee furnished with this Proposal will be forfeited or retained by the Owner as liquidated damages if the undersigned shall fail to furnish a properly executed Performance Bond and a properly executed Payment Bond, as required by the Contract Documents after receiving notice from Marple Newtown School District, prior to the award of the Contract or this proposal or any part thereof is accepted by the School District and the undersigned shall fail to furnish evidence of required insurance coverage, upon request, and execute the Agreement as required by the Contract Documents. Should the School District fail to make an award on this Project through no fault or failure on the part of the bidder, and if a check is provided, then the Owner shall return said check.

The undersigned acknowledges that all work will be completed in accordance with the schedules stated in Paragraph 15 of the Supplementary General Conditions as included in the Project Manual.

The undersigned agrees to enter a written agreement with the Marple Newtown School District on a form of agreement consistent with the terms of the Contract Documents and acceptable to the School District.

**FORM OF PROPOSAL (Continued)**

The undersigned hereby certifies that this proposal is genuine and not a sham or collusive, or made in the interest or in behalf of any person, firm or corporation not here named, and that the undersigned has not, directly or indirectly, induced or solicited any other bidder to submit a sham bid or any other person, firm or corporation to refrain from bidding, and the undersigned has not in any manner sought by collusion to secure for himself an advantage over any other bidder.

**Corporate Contractor Sign Here**

\_\_\_\_\_  
Official Address

By: \_\_\_\_\_  
President or Vice President

Corporate Seal

\_\_\_\_\_

Attest: \_\_\_\_\_  
Corporate Secretary or Assistant Secretary

**Partnership Contractor Sign Here**

\_\_\_\_\_  
Official Address

By: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_

**Individual Contractor Sign Here**

\_\_\_\_\_  
Official Address

By: \_\_\_\_\_

Witness: \_\_\_\_\_

\_\_\_\_\_

**Date:** \_\_\_\_\_

NOTE: Typewritten or stamped signature will not be accepted. Signatures must be handwritten in ink. No Bidder shall alter the Proposal Form if so it is reason for disqualification. No Bidder may withdraw his bid for a period of Sixty (60) days after the date set for the opening thereof.

006000- Non-Collusion Affidavit

CONTRACT/BID NO. \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_ §

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of any firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, its affiliates, subsidiaries, officers, directors  
(Name of Entity)  
and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above  
(Name of Entity)

representations are material and important and will be relied on by the Marple Newtown School District in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Marple Newtown School District of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Entity Name)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Position)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2026.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Commission Expires

FORM OF GUARANTEE

WHEREAS:

The Contractor, \_\_\_\_\_  
has entered into a Contract with the Owner, \_\_\_\_\_  
\_\_\_\_\_ for construction of \_\_\_\_\_  
\_\_\_\_\_ at \_\_\_\_\_  
hereinafter referred to as the Work.

AND WHEREAS:

The  
Subcontractor, \_\_\_\_\_  
has entered into an agreement with the Contractor for performance of a portion of said Work.

NOW, THEREFORE:

Pursuant to terms of the Contract, Contractor and the Subcontractor, for their heirs, executors, administrators, successors and assigns, jointly and severally guarantee \_\_\_\_\_, the Item, as described in Project Manual, Page \_\_\_\_\_, Paragraph \_\_\_\_\_, for years, the Period, started from \_\_\_\_\_ (date).

FURTHERMORE:

In addition to requirements of Conditions of the Contract requiring correction of Work within a period of one year from Date of Substantial Completion, Contractor and Subcontractor do hereby guarantee and warrant that they will make good and replace, at their own cost and expense, all defects appearing in Item during the Period and be responsible for all damage caused Owner by such defects or by Work required to remedy such defects. All corrections to defective work shall be made at convenience of Owner and shall be performed in a good, workmanlike manner.

IT IS UNDERSTOOD THAT:

This guarantee shall in no way be construed to affect, in any manner, any Contract provisions or to modify or limit any obligations, liabilities or duties of Contractor or Subcontractor.

IT IS FURTHER UNDERSTOOD THAT:

This guarantee shall remain binding and irrevocable during the Period that Contractor and Subcontractor shall not contest validity of, or in any way attempt to revoke or withdraw from this Guarantee for any cause whatsoever, whether arising before or after execution of Contract or this Guarantee.

IN WITNESS WHEREOF:

Undersigned Contractor or Subcontractor have caused this instrument to be signed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

(Subcontractor)

WITNESS:  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

(Contractor)

WITNESS:  
\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

\_\_\_\_\_

BONNETT MEDICA ASSOCIATES INCORPORATED



**BONNETT MEDICA ASSOCIATES INCORPORATED**  
 ARCHITECTS • PLANNERS • ENGINEERS • PROJECT MANAGERS

006016- BULLETIN

To: \_\_\_\_\_ Bulletin No. \_\_\_\_\_  
 Date: \_\_\_\_\_

Project: GYMNASIUM AND OFFICE HVAC RENOVATIONS AT Architect Project No. 25113.00  
 THE GAUNTLETT CENTER for Marple Newtown School  
 District

This Bulletin is issued to inform you of certain modifications, additions, and/or deletions required after execution of the Contract. Unless otherwise noted or specified thereafter, or shown on Drawings accompanying this Bulletin, all Work required by this Bulletin shall conform to applicable provisions of Contract Documents. You are requested to submit, to BONNETT MEDICA ASSOCIATES INCORPORATED within ten (10) days, an itemized quotation for Work involved. List building items and quantities and apply Contract Unit Prices where applicable. Where Unit Prices are not available, list material quantities and labor rates and show overhead and profit charges in accordance with Contract Agreement. In addition, please state increase, decrease, or no change in Contract Time requested to perform Work required by this Bulletin.

**DESCRIPTION OF CHANGES:**

**DRAWINGS AND REVISIONS:**

**REASONS FOR CHANGES:**

**ACTION TO BE TAKEN:**

- \_\_\_\_\_ Submit estimate only. You are not authorized to proceed with this Work.
- \_\_\_\_\_ Clarification of Contract Documents. No change in Contract Price.
- \_\_\_\_\_ You are hereby authorized to proceed immediately as outlined or as per plan revision herewith. Submit estimate or construction cost revision resulting therefrom. A Change Order will be issued when costs involved have been established and the Owner has executed approval.

By: \_\_\_\_\_  
 BONNETT MEDICA ASSOCIATES INCORPORATED

1242 WEST CHESTER PIKE • UPPER FLOOR, SUITE 11  
 WEST CHESTER, PENNSYLVANIA 19382 • TELEPHONE 610•368•6678



**DIGITAL FILE REQUEST FORM**

DATE OF REQUEST: \_\_\_\_\_

PROJECT NAME: GYMNASIUM AND OFFICE HVAC RENOVATIONS AT THE GAUNTLETT CENTER

NAME OF PRIME CONTRACTOR  
 SUBMITTING REQUEST: \_\_\_\_\_

ADDRESS & PHONE NUMBER OF  
 PRIME CONTRACTOR  
 SUBMITTING REQUEST: \_\_\_\_\_  
 \_\_\_\_\_

**CONDITIONS:**

You have requested access to our copyrighted electronic CAD background files as prepared by Bonnett Medica Associates Incorporated or Consultants hired by Bonnett Medica Associates Incorporated for the above titled project. It is our understanding that these electronic files will be used only to assist you for the submittal process for the above-mentioned project. You are authorized to have access to these copyrighted plans expressly for use on this project with the following conditions: the plans are diagrammatic and not for the purpose of determining dimensions or exact conditions that will be encountered; the plans will not be released for any other purpose by you to any other entity or person not associated with the project and may not be reused on another project; the plans remain the property of Bonnett Medica Associates Incorporated, all copyright laws remain in full effect regarding design solutions, configurations, aesthetics, and all other features of the project; and Bonnett Medica Associates Incorporated and our Consultants will be held harmless by the requesting Prime Contractor identified above from any and all liability arising out of the access extended to you and your subcontractors to these electronic backgrounds.

Although we cannot supervise and therefore cannot be responsible for the subsequent use of these documents as required by the laws of the Commonwealth of Pennsylvania with regard to the practice of Architecture and Engineering, we do hope that your access to them will facilitate the submittal process. An authorized officer, partner, or owner of the above referenced Prime Contractor company shall sign and return a copy of this document to us indicating your acceptance of the terms of this authorization and limitation of liability. The files will be made available to you upon our receipt of this document with an original signature of an authorized representative of the above referenced Prime Contractor.

1. Bonnett Medica Associates Inc. continually upgrades to the newest AutoCAD software. For file conversion please visit Autodesk.com and download DWG TrueView for free.
2. Method of Distribution Requested: (Check one only)  
 Note: Files shall be issued to the requesting Prime Contractor only.

\_\_\_\_ via Fed EX Prime Contractor shall provide their FedEx Shipping Code and shall be responsible for associated Fed Ex costs.

\_\_\_\_ via Email Prime Contractor's email address: \_\_\_\_\_

Accepted for

\_\_\_\_\_ by: \_\_\_\_\_  
 Insert name of requesting Prime Contractor Signature  
 \_\_\_\_\_  
 Printed Name Date



# Commonwealth of Pennsylvania Public Works Employment Verification Form

Complete and return the form to the contracting Public Body prior to the award of the contract.

**Company Legal Name:** \_\_\_\_\_

**Doing Business As:** \_\_\_\_\_

*(if different from Legal Name)*

**Mailing Address:** \_\_\_\_\_

Street Address 1

Street Address 2

City

State

Zip Code

**Check one:**

Contractor

Subcontractor

**Contracting Public Body:** \_\_\_\_\_

**Contract/Project Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**Date Enrolled in E-Verify (MM/DD/YYYY):** \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of today's date, \_\_\_\_\_, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired are authorized to work in the United States.

It is also agreed to that all public works contractors/subcontractors will utilize the federal EVP to verify the employment eligibility of each new hire within five (5) business days of the employee start date throughout the duration of the public works contract. Documentation confirming the use of the federal EVP upon each new hire shall be maintained in the event of an investigation or audit.

I, \_\_\_\_\_, authorized representative of the company above, attest that the information contained in this verification form is true and correct and understand that the submission of false or misleading information in connection with the above verification shall be subject to sanctions provided by law.

\_\_\_\_\_  
**Authorized Representative Signature**

\_\_\_\_\_  
**Date of Signature**

**Printed Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_



**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

Project Name:	Gymnasium and Office HVAC Renovations at the Gauntlett Center
General Description:	Renovations to the Gymnasium and Office for the HVAC System
Project Locality	Newtown Square , PA
Awarding Agency:	Marple Newtown School District
Contract Award Date:	2/24/2026
Serial Number:	26-00816
Project Classification:	Building
Determination Date:	1/28/2026
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Delaware County

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 26-00816 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Asbestos & Insulation Workers	5/1/2025		\$60.84	\$48.71	\$109.55
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayer	5/1/2025		\$50.00	\$32.57	\$82.57
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$54.59	\$29.02	\$83.61
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$47.47	\$29.02	\$76.49
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$23.74	\$20.62	\$44.36
Carpenters	5/1/2024		\$45.72	\$29.02	\$74.74
Carpenters	5/1/2025		\$47.47	\$29.02	\$76.49
Cement Finishers & Plasterers	5/1/2022		\$38.57	\$32.39	\$70.96
Cement Masons	5/1/2024		\$46.70	\$32.46	\$79.16
Cement Masons	5/1/2025		\$48.70	\$32.46	\$81.16
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2025		\$40.14	\$32.35	\$72.49
Electricians	6/3/2024		\$50.17	\$38.87	\$89.04
Electricians	6/2/2025		\$52.71	\$40.07	\$92.78
Electricians	6/1/2026		\$55.25	\$41.28	\$96.53
Elevator Constructor	1/1/2024		\$68.97	\$44.70	\$113.67
Elevator Constructor	1/1/2025		\$71.85	\$45.77	\$117.62
Floor Coverer	5/1/2025		\$51.67	\$31.69	\$83.36
Floor Coverer	5/1/2026		\$52.84	\$32.86	\$85.70
Glazier	5/1/2024		\$48.00	\$37.50	\$85.50
Glazier	5/1/2025		\$49.96	\$38.34	\$88.30
Interior Finish	5/1/2023		\$34.60	\$25.80	\$60.40
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		\$53.20	\$45.01	\$98.21
Iron Workers (Riggers)	7/1/2024		\$44.64	\$34.39	\$79.03
Iron Workers (Riggers)	7/1/2025		\$44.77	\$36.27	\$81.04
Iron Workers (Rodman/Reinforcing)	7/1/2024		\$47.70	\$34.77	\$82.47
Iron Workers (Rodman/Reinforcing)	7/1/2025		\$47.80	\$36.65	\$84.45
Laborers (Class 01 - See notes)	5/1/2024		\$35.85	\$26.00	\$61.85
Laborers (Class 01 - See notes)	5/1/2025		\$37.25	\$26.10	\$63.35
Laborers (Class 02 - See notes)	5/1/2024		\$39.40	\$27.55	\$66.95
Laborers (Class 02 - See notes)	5/1/2025		\$41.00	\$27.70	\$68.70
Laborers (Class 03 - See notes)	5/1/2024		\$36.27	\$26.18	\$62.45
Laborers (Class 03 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 04 - See notes)	5/1/2024		\$36.27	\$26.18	\$62.45

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 26-00816 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Laborers (Class 04 - See notes)	5/1/2025		\$37.67	\$26.28	\$63.95
Laborers (Class 05 - See notes)	5/1/2024		\$35.85	\$26.00	\$61.85
Laborers (Class 05 - See notes)	5/1/2025		\$37.25	\$26.10	\$63.35
Landscape Laborer	5/1/2024		\$30.70	\$24.23	\$54.93
Landscape Laborer	5/1/2025		\$32.15	\$24.30	\$56.45
Marble Finisher	5/1/2023		\$39.52	\$29.30	\$68.82
Marble Finisher	5/1/2025		\$41.17	\$30.75	\$71.92
Marble Mason	5/1/2023		\$47.20	\$31.95	\$79.15
Mason Tender, Cement	5/1/2023		\$35.02	\$25.98	\$61.00
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators (Building, Class 01 - See Notes)	5/1/2024		\$53.36	\$33.65	\$87.01
Operators (Building, Class 01 - See Notes)	5/1/2025		\$54.52	\$34.49	\$89.01
Operators (Building, Class 01 - See Notes)	5/1/2026		\$55.67	\$35.34	\$91.01
Operators (Building, Class 01A - See Notes)	5/1/2024		\$56.37	\$34.53	\$90.90
Operators (Building, Class 01A - See Notes)	5/1/2025		\$57.52	\$35.38	\$92.90
Operators (Building, Class 01A - See Notes)	5/1/2026		\$58.68	\$36.22	\$94.90
Operators (Building, Class 02 - See Notes)	5/1/2024		\$53.11	\$33.58	\$86.69
Operators (Building, Class 02 - See Notes)	5/1/2025		\$54.27	\$34.42	\$88.69
Operators (Building, Class 02 - See Notes)	5/1/2026		\$55.43	\$35.26	\$90.69
Operators (Building, Class 02A - See Notes)	5/1/2024		\$56.13	\$34.45	\$90.58
Operators (Building, Class 02A - See Notes)	5/1/2025		\$57.29	\$35.29	\$92.58
Operators (Building, Class 02A - See Notes)	5/1/2026		\$58.44	\$36.14	\$94.58
Operators (Building, Class 03 - See Notes)	5/1/2024		\$49.03	\$32.37	\$81.40
Operators (Building, Class 03 - See Notes)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators (Building, Class 03 - See Notes)	5/1/2026		\$51.34	\$34.06	\$85.40
Operators (Building, Class 04 - See Notes)	5/1/2024		\$48.73	\$32.28	\$81.01
Operators (Building, Class 04 - See Notes)	5/1/2025		\$49.88	\$33.13	\$83.01
Operators (Building, Class 04 - See Notes)	5/1/2026		\$51.04	\$33.97	\$85.01
Operators (Building, Class 05 - See Notes)	5/1/2024		\$47.00	\$31.78	\$78.78
Operators (Building, Class 05 - See Notes)	5/1/2025		\$48.16	\$32.62	\$80.78
Operators (Building, Class 05 - See Notes)	5/1/2026		\$49.32	\$33.46	\$82.78
Operators (Building, Class 06 - See Notes)	5/1/2024		\$46.02	\$31.48	\$77.50
Operators (Building, Class 06 - See Notes)	5/1/2025		\$47.17	\$32.33	\$79.50
Operators (Building, Class 06 - See Notes)	5/1/2026		\$48.34	\$33.16	\$81.50
Operators (Building, Class 07A- See Notes)	5/1/2024		\$64.80	\$38.61	\$103.41
Operators (Building, Class 07A- See Notes)	5/1/2025		\$66.26	\$39.55	\$105.81
Operators (Building, Class 07A- See Notes)	5/1/2026		\$67.73	\$40.48	\$108.21
Operators (Building, Class 07B- See Notes)	5/1/2024		\$64.50	\$38.53	\$103.03
Operators (Building, Class 07B- See Notes)	5/1/2025		\$65.97	\$39.46	\$105.43
Operators (Building, Class 07B- See Notes)	5/1/2026		\$67.44	\$40.39	\$107.83
Painters Class 1 (see notes)	5/1/2024		\$42.97	\$34.11	\$77.08
Painters Class 1 (see notes)	5/1/2025		\$44.38	\$34.55	\$78.93
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 26-00816 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Painters - Line Stripping	12/1/2025		\$45.12	\$29.41	\$74.53
Painters Class 4 (see notes)	5/1/2024		\$45.06	\$34.11	\$79.17
Painters Class 4 (see notes)	5/1/2025		\$46.47	\$34.55	\$81.02
Plasterers	5/1/2024		\$39.88	\$33.08	\$72.96
plumber	5/1/2024		\$67.53	\$38.31	\$105.84
plumber	5/1/2025		\$70.53	\$39.46	\$109.99
Pointers, Caulkers, Cleaners	5/1/2023		\$48.80	\$30.70	\$79.50
Pointers, Caulkers, Cleaners	5/1/2025		\$51.35	\$31.80	\$83.15
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	5/1/2024		\$59.22	\$50.56	\$109.78
Sheet Metal Workers	5/1/2025		\$62.62	\$52.17	\$114.79
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sign Makers and Hangars	7/15/2025		\$33.48	\$26.41	\$59.89
Sprinklerfitters	1/1/2023		\$62.23	\$31.99	\$94.22
Sprinklerfitters	5/1/2025		\$70.37	\$34.85	\$105.22
Steamfitters	5/1/2024		\$70.32	\$43.09	\$113.41
Steamfitters	5/1/2025		\$72.52	\$44.89	\$117.41
Stone Masons	5/1/2023		\$47.20	\$31.95	\$79.15
Stone Masons	5/1/2025		\$50.00	\$32.80	\$82.80
Terrazzo Finisher	5/1/2023		\$43.75	\$27.86	\$71.61
Terrazzo Finisher	5/1/2025		\$45.61	\$29.41	\$75.02
Terrazzo Grinder	5/1/2023		\$44.02	\$27.86	\$71.88
Terrazzo Grinder	5/1/2025		\$45.88	\$29.41	\$75.29
Terrazzo Mechanics	5/1/2023		\$50.26	\$29.56	\$79.82
Terrazzo Mechanics	5/1/2025		\$52.21	\$31.26	\$83.47
Tile Finisher	5/1/2023		\$39.52	\$29.30	\$68.82
Tile Finisher	5/1/2025		\$41.17	\$30.75	\$71.92
Tile Setter	5/1/2023		\$50.26	\$29.56	\$79.82
Tile Setter	5/1/2025		\$52.21	\$31.26	\$83.47
Truckdriver class 1(see notes)	5/1/2024		\$36.79	\$22.54	\$59.33
Truckdriver class 2 (see notes)	5/1/2024		\$36.89	\$22.54	\$59.43
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60
Window Film / Tint Installer	6/1/2024		\$26.37	\$14.83	\$41.20

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 26-00816 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Bricklayer	5/1/2025		\$50.00	\$32.57	\$82.57
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$65.96	\$30.09	\$96.05
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		\$67.52	\$30.44	\$97.96
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$58.39	\$29.06	\$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		\$60.09	\$29.06	\$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$45.88	\$23.19	\$69.07
Carpenter - Rodman (Surveying & Layout)	5/1/2026		\$46.97	\$23.54	\$70.51
Carpenter	5/1/2025		\$57.36	\$30.09	\$87.45
Carpenter	5/1/2026		\$58.71	\$30.44	\$89.15
Cement Masons	5/1/2023		\$43.20	\$32.91	\$76.11
Cement Masons	5/1/2025		\$46.55	\$32.66	\$79.21
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$60.31	\$44.97	\$105.28
Dockbuilder/Pile Driver Diver	5/1/2026		\$61.88	\$45.47	\$107.35
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Electric Lineman	6/3/2024		\$62.07	\$33.96	\$96.03
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		\$53.20	\$45.01	\$98.21
Iron Workers (Riggers)	7/1/2023		\$42.53	\$34.14	\$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		\$45.70	\$34.77	\$80.47
Laborers (Class 01 - See notes)	5/1/2024		\$38.80	\$27.65	\$66.45
Laborers (Class 01 - See notes)	5/1/2025		\$40.20	\$27.80	\$68.00
Laborers (Class 02 - See notes)	5/1/2024		\$39.00	\$27.65	\$66.65
Laborers (Class 02 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 03 - See notes)	5/1/2024		\$39.00	\$27.65	\$66.65
Laborers (Class 03 - See notes)	5/1/2025		\$40.40	\$27.80	\$68.20
Laborers (Class 04 - See notes)	5/1/2024		\$33.60	\$27.65	\$61.25
Laborers (Class 04 - See notes)	5/1/2025		\$35.00	\$27.80	\$62.80
Laborers (Class 05 - See notes)	5/1/2024		\$39.65	\$27.65	\$67.30
Laborers (Class 05 - See notes)	5/1/2025		\$41.05	\$27.80	\$68.85
Laborers (Class 06 - See notes)	5/1/2024		\$39.70	\$27.65	\$67.35
Laborers (Class 06 - See notes)	5/1/2025		\$41.10	\$27.80	\$68.90
Laborers (Class 07 - See notes)	5/1/2024		\$39.55	\$27.65	\$67.20
Laborers (Class 07 - See notes)	5/1/2025		\$40.95	\$27.80	\$68.75
Laborers (Class 08 - See notes)	5/1/2025		\$40.70	\$27.80	\$68.50
Laborers (Class 09 - See notes)	5/1/2024		\$39.15	\$27.65	\$66.80
Laborers (Class 09 - See notes)	5/1/2025		\$40.55	\$27.80	\$68.35
Laborers (Class 10- See notes)	5/1/2024		\$39.30	\$27.65	\$66.95
Laborers (Class 10- See notes)	5/1/2025		\$40.70	\$27.80	\$68.50
Laborers (Class 11 -See Notes)	5/1/2024		\$39.20	\$27.65	\$66.85

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 26-00816 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Laborers (Class 11 -See Notes)	5/1/2025		\$40.60	\$27.80	\$68.40
Laborers (Class 12 -See Notes)	5/1/2024		\$40.90	\$27.65	\$68.55
Laborers (Class 12 -See Notes)	5/1/2025		\$42.30	\$27.80	\$70.10
Laborers (Class 13 -See Notes)	5/1/2024		\$42.93	\$27.65	\$70.58
Laborers (Class 13 -See Notes)	5/1/2025		\$44.33	\$27.80	\$72.13
Laborers (Class 14 -See Notes)	5/1/2024		\$39.50	\$27.65	\$67.15
Laborers (Class 14 -See Notes)	5/1/2025		\$40.90	\$27.80	\$68.70
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2025		\$34.07	\$19.73	\$53.80
Laborers Utility (PGW ONLY)	5/1/2025		\$41.10	\$19.73	\$60.83
Landscape Laborer	5/1/2024		\$30.28	\$24.05	\$54.33
Landscape Laborer	5/1/2025		\$31.73	\$24.15	\$55.88
Millwright	5/1/2024		\$54.67	\$35.81	\$90.48
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2024		\$53.36	\$33.65	\$87.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.52	\$34.49	\$89.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.67	\$35.34	\$91.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2024		\$56.37	\$34.53	\$90.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.52	\$35.38	\$92.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.68	\$36.22	\$94.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2024		\$53.11	\$33.58	\$86.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.27	\$34.42	\$88.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.43	\$35.26	\$90.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2024		\$56.13	\$34.45	\$90.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.29	\$35.29	\$92.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.44	\$36.14	\$94.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2024		\$49.03	\$32.37	\$81.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.34	\$34.06	\$85.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2024		\$48.73	\$32.28	\$81.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2025		\$49.88	\$33.13	\$83.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.04	\$33.97	\$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2024		\$47.00	\$31.78	\$78.78

**BUREAU OF LABOR LAW COMPLIANCE  
PREVAILING WAGES PROJECT RATES**

<b>Project: 26-00816 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Highway)					
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		\$48.16	\$32.62	\$80.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2026		\$49.32	\$33.46	\$82.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2024		\$46.02	\$31.48	\$77.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2025		\$47.17	\$32.33	\$79.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2026		\$48.34	\$33.16	\$81.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2024		\$64.80	\$38.61	\$103.41
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2025		\$66.26	\$39.55	\$105.81
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.73	\$40.48	\$108.21
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2024		\$64.50	\$38.53	\$103.03
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2025		\$65.97	\$39.46	\$105.43
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.44	\$40.39	\$107.83
Painters - Line Stripping	12/1/2024		\$44.12	\$27.91	\$72.03
Painters - Line Stripping	12/1/2025		\$45.12	\$29.41	\$74.53
Painters Class 2 (see notes)	2/1/2024		\$49.57	\$33.34	\$82.91
Painters Class 2 (see notes)	2/1/2025		\$50.85	\$33.91	\$84.76
Painters Class 3 (see notes)	2/1/2024		\$60.53	\$33.38	\$93.91
Painters Class 3 (see notes)	2/1/2025		\$61.81	\$33.95	\$95.76
Pointers, Caulkers, Cleaners	5/1/2025		\$51.35	\$31.80	\$83.15
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2025		\$68.89	\$44.73	\$113.62
Truckdriver class 1(see notes)	5/1/2024		\$36.64	\$22.54	\$59.18
Truckdriver class 2 (see notes)	5/1/2024		\$36.74	\$22.54	\$59.28

## SECTION 010100 - SUMMARY OF WORK

## PART 1 - GENERAL

## 1.1 REFERENCE TO OTHER PROJECT MANUAL SECTIONS

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

## 1.2 SCOPE OF WORK

For the Gymnasium and Office HVAC Renovations at the Gauntlett Center in the Marple Newtown School District. Including the following prime contracts:

1. **General Construction Contract:** : General Construction consisting of but not limited to the following: removal, replacement, and new work addressing all conditions required to complete the work of this contract as indicated on Drawings PH-100, A-100, A-110 and A-200, S-1 and S-2, and in Project Manual (specifications all divisions as applicable); Construction fencing at construction staging areas; temporary facilities and services; selective demolition; masonry, structural steel framing; metal fabrications; railings; sealants, roofing (alternate bid) and interior finishes.
2. **Heating Ventilation and Air Conditioning Construction Contract:** New Heating, Ventilation and Air Conditioning System for building indicated on Drawings H-001, H-002, H-003D, H-004D, H-101, H-102, H-201, H-202, and in Project Manual (specifications all division as applicable). Heating, Ventilation and Air Conditioning for gymnasium and office area consisting of but not limited to the following: demolition of HVAC system shown or not shown on the drawings including patching of all surfaces where HVAC system was removed. Removal, replacement, and new work addressing all conditions required to complete the work of this contract as indicated on the drawings and Project Manual. New DDC BAS controls for all new and integration with existing system existing equipment as required. Programming of new equipment. Duct systems ductwork, grilles, registers, diffusers, air devices louvers and accessories; automatic temperature control system; testing and balancing of air; and installation of all items shown on the mechanical and heating, ventilation and air conditioning drawings and specifications.
3. **Electrical Construction Contract:** New Electrical lighting and power for the gymnasium and office areas consisting of but not limited to the following: Unless noted otherwise on the drawings, selective demolition of existing electrical materials/equipment and new work addressing all conditions required to complete the work of this contract as indicated on the drawings E100, E101 and E102 and Project Manual (Divisions 26 and the applicable portions of the other divisions), providing new branch panels, new panel feeders and new branch circuit feeders (wire and conduit / Type MC Cable); new receptacles, new lighting, light switches, and lighting controls; power wiring for HVAC equipment, and extension of the existing fire alarm. All items shown on the electrical drawings and specifications. Contractor shall coordinate his work with the other prime contractors, making all necessary temporary connections to maintain power to and in the building, temporary power, acknowledging that temporary connections may need to be made outside of regular work hours.

4. All contractors shall be responsible to review all Architectural, Structural, HVAC, Electrical Drawings and Scope of Work and all divisions of specifications to establish work and/or requirements affecting their contract.

### 1.3 COORDINATION OF TRADES AND SCHEDULES

- A. Each Prime Contractor shall have a full time superintendent on site throughout the project construction.
- B. All work shall be coordinated and scheduled by each Prime Contractor to allow for a smooth sequence of installation and coordination with other trades to maintain project schedule.

### 1.4 GENERAL

- A. Each Prime Contractor shall provide all labor, materials and equipment necessary to complete the work of this contract, the cost of which shall be included in the contract price stated on the Proposal Form.
- B. Each Prime Contractor shall be responsible for their own site restoration work including concrete and asphalt paving repairs and lawn and landscaping restoration.
- B. Each Prime Contractor shall provide all bonds and insurance required by the Contract Documents, the cost of which shall be included in the contract prices stated on the Proposal Form.
- C. Each Prime Contractor shall obtain all construction licenses required by governing authorities having jurisdiction for his scope of work on the project. The Marple Newtown School District shall obtain and pay for construction permits (not licenses).
- D. All work shown on the drawing(s) or specified in the written specifications shall be deemed to be included in this contract as new work unless marked "existing" or otherwise excluded from the contract. Work products or materials required by the drawing(s) or necessary to provide a complete installation which are not included in the written specifications shall be provided by the Contractor as part of the cost stated on the Proposal Form. The quality of such products and materials, not specifically specified, shall be a first-class standard product as accepted by the Owner and Bonnett Associates Incorporated shall be provided.
- E. The Drawings generally indicate the location of all work described in the Technical Specifications. The Contractor prior to submitting his bid, shall visit the site to determine exact quantities of materials and labor and assess all existing conditions which will affect the contract. Upon executing a written Agreement with the Owner, the Contractor certifies that all existing conditions have been evaluated, quantities of all materials and labor have been established and that the contract will be completed for the costs stated in writing on the Form of Proposal and in the written Agreement.

END OF SECTION 010100

## SECTION 010400 - COORDINATION

### PART 1 - GENERAL

#### 1.1 REFERENCE TO OTHER PROJECT MANUAL SECTIONS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. Licenses.
  - 2. Access to the site.
  - 3. Contractor's use of the premises.
  - 4. Coordination requirements.
  - 5. Coordination drawings.
  - 6. Preconstruction meeting.

#### 1.3 DEFINITIONS

- A. Furnish: To supply products to the project site, including delivery ready for unloading and replacing damaged and rejected products.
- B. Install: To put products in place in the work ready for the intended use, including unloading, unpacking, handling, storing, assembling, installing, erecting, placing, applying, anchoring, working, finishing, curing, protecting, cleaning, and similar operations.
- C. Provide: To furnish and install products.
- D. Indicated: Shown, noted, scheduled, specified, drawn, or referenced in the contract documents.

#### 1.4 REGULATORY REQUIREMENTS

- A. This project is subject to all federal, state, and local regulations and building codes.
- B. Submit copies of licenses and similar permissions obtained, and receipts for fees paid, to the Architect.

#### 1.5 ACCESS TO THE SITE AND USE OF THE PREMISES

- A. The space available to the Contractor for the performance of the work, either exclusively or in conjunction with others performing other construction as part of the project, is restricted to the designated area within the legal description of the site unless the Contractor makes arrangements to use additional space.
- B. Location for contractor's on site storage trailers, toilets, and refuse dumpsters will be as directed by Owner, within restricted area on site as shown on contract documents.

- C. All personnel, equipment, materials, and debris of contractor, subcontractors and material men shall remain clear of Owner's occupancy on site, including streets, driveways, parking areas, yards, exit ways and occupied areas. Owner shall be given 48-hours notice prior to any service shutdown or access blockage. When emergency means of egress must be modified, provide alternate facilities acceptable to Owner.
- D. Signs: Provide signs adequate to direct visitors and deliveries.
  - 1. Do not install, or allow to be installed, signs other than specified sign(s) and signs identifying the principal entities involved in the project. Secure permission to install signs and sign location from Owner.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.1 PRECONSTRUCTION MEETING

- A. A Preconstruction Meeting will be held at a time and place designated by the Architect, for the purpose of identifying responsibilities of the Owner's, the Architect's personnel and explanation of administrative procedures.
- B. The Contractor shall also use this meeting for the following minimum agenda:
  - 1. Construction schedule.
  - 2. Use of areas of the site.
  - 3. Delivery and storage.
  - 4. Safety.
  - 5. Security.
  - 6. Cleaning up.
  - 7. Subcontractor procedures relating to:
    - a. Submittals.
    - b. Change orders.
    - c. Applications for payment.
    - d. Record documents.
  - 8. Special Conditions
- C. Attendees shall include:
  - 1. The Owner's representative.
  - 2. The Architect, and any consultants.
  - 3. Each prime Contractor and their superintendents.
  - 4. Major subcontractors, suppliers, and fabricators.

### 3.2 COORDINATION WITH OWNER

- A. Working hours shall be coordinated with the Owner. Exterior noise generating activities may not start prior to 7:00 AM and must stop by 8:00 PM, unless otherwise dictated by local regulations.
- B. Contractors shall comply with local ordinances and Owner's requirements regarding activities on site, including smoking, use of radios, parking, deliveries and debris clean-up.

- C. Deliveries to the project site shall not be permitted during student pick-up and drop-off times. Exact time and duration of these time periods to be established at the Preconstruction Meeting and coordinated through the Architect.
- D. No smoking and no foul language will be permitted on the school site.

### 3.3 SECURITY PROCEDURES

- A. Limit access to the site to persons involved in the work. Comply with the Owner's requirements for personnel identification, inspection and other security measures. All Contractor employees, including subcontractor employees, shall be required to obtain an Owner photo identification card prior to accessing the project site. Owner issued identification cards shall be worn at all times while on the project site. Employees who do not adhere to these established security measures shall be subject to immediate exclusion from the job site. Owner issued identification badges shall be obtained from the Marple Newtown School District's photo ID center.
- B. Provide secure storage for materials for which the Owner has made payment and which are stored on site.
- C. Secure completed work as required to prevent loss or damage.
- D. Secure and ensure weather-tight conditions at existing facility and new construction.

### 3.4 COORDINATION OF PRIME CONTRACTORS

- A. Each prime Contractor shall coordinate his activities with the activities of other Contractors.
- B. Contractors shall, if necessary, notify other Prime Contractors involved, in writing, of procedures required for coordination; include requirements for giving notice, submitting reports, and attending meetings.
  - 1. Inform Owner when coordination of his work is required.
- C. Contractors shall prepare coordination drawings where limited space available may cause conflicts in the locations of installed products, and where required to coordinate installation of products.
  - 1. Where space is limited, show plan and cross-section dimensions of space available, including structural obstructions and ceilings as applicable.
  - 2. Coordinate shop drawings prepared by separate entities.
  - 3. Show installation sequence when necessary for proper installation and interface scheduling.
  - 4. Each Prime Contractor shall prepare coordination drawings using AutoCAD software. Each Prime Contractor shall be responsible for identifying conflicts affecting the installation of their work on the coordination drawings.
    - a. AutoCAD files shall be started by the HVAC Contractor, then passed from the HVAC Contractor to the Fire Protection Contractor, then from the Fire Protection Contractor to the Plumbing Contractor, then from the Plumbing Contractor to the Electrical Contractor.
    - b. Once all information has been added to the coordination drawings, the Electrical Contractor shall forward the AutoCAD files to the General Contractor. The General Contractor shall be responsible for printing 1 set of reproducible vellums of the coordination drawings and submitting them to the Architect for review.

- c. The Architect will review and comment on the Coordination Drawings and return them to the General Contractor.
  - d. The General Contractor shall be responsible for making copies and distributing those copies to each of the Prime Contractors for their use.
- D. Each prime Contractor shall prepare the coordination drawings required for his work.
- 1. Where more than one prime Contractor will be performing the work to be shown, and one is the General Construction Contractor, the General Construction Contractor shall prepare the coordination drawings.
  - 2. Where more than one prime Contractor will be performing the work to be shown, and the General Construction Contractor is not involved in preparing the drawings, the Architect will designate the prime Contractor who is to prepare the drawings; the other prime Contractors shall provide information required.

END OF SECTION 010400

## SECTION 010450 -CUTTING AND PATCHING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for cutting and patching.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Coordination" for procedures for coordinating cutting and patching with other construction activities.
  - 2. Division 2 Section "Selective Structural Demolition" for demolition of selected portions of the building for alterations.
  - 3. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.
    - a. Requirements of this Section apply to mechanical and electrical installations. Refer to the specific sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

## 1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Owner requires approval of these procedures before proceeding. Request approval to proceed. Include the following information, as applicable, in the proposal:
  - 1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
  - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - 3. List products to be used and firms or entities that will perform Work.
  - 4. Indicate dates when cutting and patching will be performed.
  - 5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
  - 6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.
  - 7. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of unsatisfactory work.

## 1.4 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
    - a. Foundation construction.
    - b. Bearing and retaining walls.
    - c. Structural concrete.
    - d. Structural steel.
    - e. Lintels.
    - f. Timber and primary wood framing.
    - g. Structural decking.
    - h. Stair systems.
    - i. Miscellaneous structural metals.
    - j. Exterior curtain-wall construction.
    - k. Equipment supports.
    - l. Piping, ductwork, vessels, and equipment.
    - m. Structural systems of special construction.
- B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
    - a. Primary operational systems and equipment.
    - b. Air or smoke barriers.
    - c. Water, moisture, or vapor barriers.
    - d. Membranes and flashings.
    - e. Fire protection systems.
    - f. Noise and vibration control elements and systems.
    - g. Control systems.
    - h. Communication systems.
    - i. Conveying systems.
    - j. Electrical wiring systems.
    - k. Operating systems of special construction.
- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.
1. If possible retain the original Installer or fabricator to cut and patch the exposed Work listed below. If it is impossible to engage the original Installer or fabricator, engage another recognized experienced and specialized firm.
    - a. Processed concrete finishes.

- b. Stonework and stone masonry.
- c. Ornamental metal.
- d. Matched-veneer woodwork.
- e. Preformed metal panels.
- f. Firestopping.
- g. Window wall system.
- h. Stucco and ornamental plaster.
- i. Acoustical ceilings.
- j. Terrazzo.
- k. Finished wood flooring.
- l. Fluid-applied flooring.
- m. Carpeting.
- n. Aggregate wall coating.
- o. Wall covering.
- p. Swimming pool finishes.
- q. HVAC enclosures, cabinets, or covers.

## 1.5 WARRANTY

- A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.
- B. Existing Roof Warranty: Roof in under a Firestone Warranty.
  - a. Base Bid: All roofing penetrations shall be the responsibility of the HVAC Prime Contractor in order to maintain the roofing warranties.
  - b. Alternate Bid: All roofing penetrations shall be the responsibility of the General Prime Contractor in order to maintain the roofing warranties.
  - c. All prime contractors shall be responsible for coordinating with the Prime Contractor responsible for roofing penetrations.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
  - 1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.
- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

### 3.3 PERFORMANCE

- A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original Installer; comply with the original Installer's recommendations.
  - 1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
  - 4. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating and backfilling.
  - 5. Where services are required to be removed, relocated, or abandoned, by-pass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after by-passing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
  - 2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
  - 3. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color

and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

- a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
  4. Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- D. Plaster Installation: Comply with manufacturer's instructions and install thickness and coats as indicated.
1. Unless otherwise indicated, provide 3-coat work.
  2. Finish gypsum plaster to match existing adjacent surfaces. Sand lightly to remove trowel marks and arrises.
  3. Cut, patch, point-up, and repair plaster to accommodate other construction.

### 3.4 CLEANING

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 010450

## SECTION 012000 - PROGRESS DOCUMENTATION AND PROCEDURES

## PART 1 - GENERAL

## 1.1 REFERENCE TO OTHER PROJECT MANUAL SECTIONS

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

## 1.2 SUMMARY

## A. Section Includes:

- 1. Progress documentation requirements:
  - a. Contractor's construction schedule.
- 2. Progress procedures:
  - a. Progress meetings.

- B. Contract time is indicated in Contract Supplementary General Conditions.

## 1.3 SUBMITTALS

## A. Contractor's Construction Schedule.

- 1. Submit within 15 days after execution of contract.
- 2. **Each Prime Contractor to the Project shall submit a revised/updated schedule to the General Construction Contractor who is responsible to integrate each Prime's work into an accurate/updated Master Construction Schedule for the entire project.** Up to date schedules shall be distributed at the first construction progress meeting held each month. In order to receive payments, each Contractor must document his progress by submitting a monthly updated schedule with each application for payment.

- B. Informational Submittals (Shop Drawing Status, Coordination Reports).

- C. **Timely Submission of Shop Drawings: Since this project's schedule is aggressive, it will be necessary for all Primes to submit all shop drawings within timeframes indicated in Paragraph 15 of the Supplementary General Conditions.**

## 1.4 FORM OF SUBMITTALS

## A. Schedules - General:

- 1. Provide legend of symbols and abbreviations for each schedule.
- 2. Use the same terminology as that used in the contract documents.
- 3. When transparencies are submitted, use only media which will not fade or lose contrast over time.
- 4. When opaque copies are submitted, submit a minimum of 3 copies.

## B. Bar Charts:

- 1. Provide bar charts generated by network analysis data.

2. Provide individual horizontal bars representing the duration of each major activity.
  3. Coordinate each element on the schedule with other construction activities.
  4. Show activities in proper sequence.
  5. Show percentage of completion of each activity.
  6. Use vertical lines to mark the time scale at not more than one week intervals.
  7. Prepare on reproducible transparency.
  8. Print on a single sheet of sufficient size to show the full schedule clearly.
- C. Network Analysis Diagrams: Display the sequence and relationship of activities graphically.
1. Indicate early and late start dates, early and late finish dates, float, and duration.
  2. Illustrate how start of a given activity depends on completion of preceding activities and how completion of a given activity may restrain start of subsequent activities.
  3. **Print on a single sheet of sufficient size to show the entire network.**
  4. Activities which are obviously not on the critical path may be shown on separate sheets.
  5. Design the diagram with the critical path near the center of the sheet.
  6. Identify the critical path clearly.
- D. Reports - General:
1. Submit a minimum of 3 copies.

## 1.5 NETWORK ANALYSIS METHODS

- A. Only computer-generated schedules will be accepted.
- B. Use a computer program that prepares precedence networks using the critical path method.
- C. For each activity, collect, record, and update the following information:
1. Description of activity; separate into activities of not more than 15 days' duration.
  2. Immediately preceding and succeeding activities.
  3. Estimated duration in working days.
  4. Earliest and latest start dates.
  5. Earliest and latest finish dates.
  6. Actual start and finish dates.
  7. Float time.
  8. Percentage of activity completed.
  9. Size of work force required.
  10. Entity responsible.
- D. Prepare supporting reports as follows:
1. Data summary: All data sorted by activity, in event number order.
  2. Critical path summary: Activity, preceding and succeeding activity, early and late start dates, early and late finish dates, and float (if greater than zero); sorted by activity occurrence.

## 1.6 COORDINATION

- A. **The General Construction Contractor is responsible for coordinating all Prime Contractor's schedules.**
- B. **Each Prime Contractor is responsible for coordinating with other contractors, and reporting schedules to the General Construction Contractor.**
- C. In preparation of schedules, take into account the time allowed or required for the Architect's administrative procedures.
- D. Notify entity responsible for coordination of schedules promptly when problems are anticipated in meeting schedule dates.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.1 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. **The General Construction Contractor shall prepare and submit a construction schedule:**
  - 1. Obtain and incorporate schedules of all other Prime Contractors.
- B. Provide construction schedule in the form of network analysis diagrams, with supporting reports.
  - 1. Show each prime Contractor's work on separate sheets (with one comprehensive sheet per Contractor) with another single sheet of sufficient size to show the entire Schedule duration showing the scope of work of all Prime Contractors.
  - 2. Use the same items of work as shown in the schedule of values.
  - 3. Where related activities must be performed in sequence, show relationship graphically.
  - 4. Incorporate the submittal schedule specified in Division 1.
  - 5. Show dates of:
    - a. Each activity that influences the construction time.
    - b. Quality control activities which involve long lead time or long elapsed time.
    - c. Ordering dates for products requiring long lead time.
    - d. All submittals required.
    - e. Completion of permanent enclosure.
    - f. Completion of mechanical work.
    - g. Completion of electrical work.
    - h. Instruction of the Owner's personnel in operation and maintenance of equipment and systems.
    - i. Substantial and final completion, with time frames for the Architect's completion procedures.
  - 6. In developing the schedule take into account:
    - a. Work under other contracts.
    - b. Site limitations.

7. Include the following supporting report(s):
  - a. Data summary.
  - b. Critical path summary.
  
- C. The Architect will notify the Contractor if the schedule is not satisfactory – the Contractor must then revise and resubmit the schedule.
  1. Resubmit within 7 days after notice to revise.
  
- D. **The General Construction Contractor** shall make copies of schedule and distribute to the Architect, the Owner, to all Prime Contractors, and to other entities whose work will be influenced by schedule dates.
  1. Each prime Contractor shall make and distribute copies to his subcontractors, suppliers, and other parties.
  2. Hang a copy of the schedule in each field office or meeting room.
  
- E. **The General Construction Contractor** shall update the schedule whenever changes occur or are made, or when new information is received, but not less often than at the same intervals at which applications for payment are made.
  1. Indicate changes made since last issue; show actual dates for activities completed.
  2. Submit updated schedule with application for payment.
  3. Issue updated schedule with report of meeting at which revisions are made.
  4. Issue updated schedule in same manner as original schedule.
  5. Include the same supporting reports as for original schedule.
  6. Narrative summary of all changes in the Critical Path.

### 3.2 PROGRESS MEETINGS

- A. **The Architect** shall schedule and conduct periodic progress meetings during the construction period, and record and distribute minutes.
  1. Have meetings once a week; at option of Owner and Architect, meeting frequency may be reduced if job progress so warrants.
  
- B. The following are required to attend:
  1. All Prime Contractors.
  2. Prime Contractors' superintendents.
  3. Major subcontractors and suppliers.
  
- C. **Each Prime Contractor** shall prepare a report for distribution at the meetings; cover the following topics when applicable:
  1. Status of submittals and impending submittals.
  2. Off-site fabrication and delivery schedules.
  3. Actual progress of activities in relation to the schedule.
  4. Actual and anticipated delays, their impact on the schedule, and corrective actions taken or

proposed.

5. Actual and potential problems.
6. Status of change order work.
7. Effect of delays, problems, and changes on the schedules.
8. Status of corrective work ordered by the Architect.
9. Progress expected to be made during the next period.

D. **The Architect** shall record minutes and distribute copies at the following job meeting to the Owner, to all participants, and to all entities affected by decisions made.

END OF SECTION 012000

## SECTION 012200 – UNIT PRICES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for unit prices.
- B. Related Requirements:
  - 1. General Conditions and Supplementary General Conditions Section “Changes and Alterations” procedures for submitting and handling Change Orders.
  - 2. Division 01 Section "Quality Requirements" for general testing and inspecting requirements.

## 1.3 DEFINITIONS

- A. Unit price is an amount incorporated in the Agreement, applicable during the duration of the Work as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, added to or deducted from the Contract Sum by appropriate modification, if the scope of Work or estimated quantities of Work required by the Contract Documents are increased or decreased.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 SCHEDULE OF UNIT PRICES

- A. For specific listing of Unit Prices see individual forms of proposal for prime contractors to the project.

END OF SECTION 012200

## SECTION 012300 - ALTERNATES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for alternates.

## 1.3 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the bidding requirements that may be added to or deducted from the base bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
  - 1. Alternates described in this Section are part of the Work only if enumerated in the Agreement.
  - 2. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

## 1.4 PROCEDURES

- A. Coordination: Revise or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
  - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated revisions to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A schedule of alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

## PART 2 - PRODUCTS (Not Used)

## PART 3 - EXECUTION

## 3.1 SCHEDULE OF ALTERNATES

- A. The Form of Proposal shall include costs for the following Alternates added or deducted to/from the base Bid. The School District reserves the right to accept, reject or utilize these items in whole or part, at their discretion.
- B. ADD / DEDUCT Alternates: Where the Alternate bid includes ADD / DEDUCT, the Bidder shall clearly indicate whether the alternate bid price being provided is an ADD or a DEDUCT by circling either ADD or DEDUCT.
- C. General Construction Contract
  - 1. **ADD Alternate Bid No. 1 (GC):** State the dollar amount to be added to the Base Bid to provide General Construction scope associated with Alternate No. 1 in accordance with the Contract Documents.
  - 2. **DEDUCT Alternate Bid No. 2 (GC):** State the dollar amount to be deducted from the Base Bid to DELETE the cementitious wood fiber panels in the Gymnasium in accordance with the Contract Documents. Note: Acceptance of this deduct alternate is contingent upon the Owner awarding the GC Base Bid and GC Alternate Bid No. 1.
- D. HVAC Construction Contract
  - 1. **Alternate Bid No. 1 (HVAC):** State the dollar amount to provide HVAC Construction scope of work associated with Alternate Bid in accordance with the Contract Documents **in lieu of the Base Bid.**
- E. Electrical Construction Contract
  - 1. **Alternate Bid No. 1 (EC):** State the dollar amount to provide Electrical Construction scope of work associated with Alternate Bid in accordance with the Contract Documents **in lieu of the Base Bid.**

END OF SECTION 012300

## SECTION 012750 - QUANTITY ALLOWANCES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes:
  - 1. Administrative and procedural requirements governing quantity allowances.
  - 2. Schedule(s) of Quantity Allowances. Quantity Allowances enumerated herein and defined in Part 3 of this section shall be covered within each primes base bid proposals. The numerical count assigned to each allowance item is in excess of the quantities enumerated on the drawings and in the schedules.

## 1.3 DEFINITIONS

- A. A quantity allowance is, unless otherwise specified herein, a stipulated quantity of work to be included in the Base Bid, or, if so stated, in an Alternate Bid, for areas or locations not indicated to receive such work.
- B. All quantity allowance items enumerated herein shall be supplied from specified manufacturers and installed per the "execution" standards cited in the specific specification section governing the installation of the materials/assemblies.

## 1.4 ADMINISTRATIVE REQUIREMENTS AND PROCEDURES

- A. Quantity allowances shall include all costs for the specified Work, including, as applicable, cost of materials, delivery, installation, demolition, cutting and patching, equipment rental, insurance, taxes, overhead and profit, etc.
- B. Use each quantity allowance only as directed and for Owner's purposes.
  - 1. Be advised, identical or similar Work to the type(s) included in each quantity allowance may be required if and where indicated in the Contract Documents for specific locations or areas of construction. Such specifically identified or designated areas of Work are included in the scope of work, but NOT as part of the quantity allowances unless so specified in the schedule(s) of quantity allowances in this Section 012750.
- C. No cash allowances are included in this Project.
- D. List each quantity allowance on the Schedule of Values as its own line item to enable tracking of the used and unused allowance amounts.
  - 1. At Project closeout, if a quantity allowance has not been used or is only partially used, the remaining unused value shall be deducted from the Contract Sum by Change Order.

## 1.5 SCHEDULING

- A. At the earliest practical date after award of the Contract, notify Owner and Architect of the date when specific areas of work described by each quantity allowance must be completed to avoid delaying the Work.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Obtain new materials in the quantity needed for the specific areas of work which are identified and for which authorization is given to proceed. Purchase of more materials than the quantity necessary for the actual work is at the Contractor's own risk.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Examine products promptly on delivery for damage or defects. Return damaged or defective products to manufacturer for replacement.

### 3.2 PREPARATION

- A. Coordinate materials and their installation for each allowance with related materials and installations to ensure that each item is completely integrated and interfaced with related work.

### 3.3 GENERAL CONSTRUCTION SCHEDULE OF QUANTITY ALLOWANCES

#### A. Unit Allowance G.1 – General Laborer:

1. Description: Provide a general laborer for the Owner's use for work as directed by the Architect and at his discretion:
2. Unit of Measure; Per Man-hour.
3. Quantity Allowance:
  - a. Include 10 man-hours

#### B. Unit Allowance G.2 – Journeyman Painter Class 2 Labor:

1. Description: Provide a journeyman painter for Owner's use for work as directed by the Architect and at his discretion:
2. Unit of Measure; Per Man-hour.
3. Quantity Allowance:
  - a. Include 10 man-hours

#### C. Unit Allowance G.3 –Carpenter Journeyman Labor and Ceiling Tile for replacing damaged ceiling tile:

1. Description: Provide a journeyman carpenter and 20 additional cases of ceiling tile to replace damaged ceiling tile as directed by the Architect and at his discretion. These tiles are in addition to normal punch list replacement.

2. Unit of Measure; Per Man-hour.
3. Quantity Allowance:
  - a. Include 15 man-hours
  - b. 5 Cases of Acoustical Ceiling Tile Type 1.

### 3.4 HVAC CONSTRUCTION SCHEDULE OF QUANTITY ALLOWANCES

#### A. Unit Allowance H.1 – Additional 2" Ball Valve:

1. Description: Provide with labor to install additional 2" ball valve in new or existing copper water pipe and insulate fitting, in accordance with the applicable Division 23 Sections.
2. Unit of Measurement: Per assembly of 2" sizes.
3. Quantity Allowance:
  - a. Include 1 assemblies of 2" pipe.

#### B. Unit Allowance H.2 – Additional Sensors:

1. Description: Provide additional sensors installed with 50 ft. of wiring to the DDC Controller such as pipe or duct-mounted pressure, temperature, CO<sub>2</sub>. Include pipe tap for pipe-mounted, in accordance with the applicable Division 23 Sections.
2. Unit of Measurement: Per assembly.
3. Quantity Allowance:
  - a. Include 1 assemblies.

#### C. Unit Allowance H.3 – Additional Thermostats:

1. Description: Provide with labor to install additional BAS wall-mounted thermostats installed with 50 ft. of wiring, in accordance with the applicable Division 23 Sections.
2. Unit of Measurement: Per assembly.
3. Quantity Allowance:
  - a. Include 1 assemblies.

#### D. Unit Allowance H.4 – Additional Ductwork:

1. Description: Provide with labor to install additional galvanized steel ductwork, including fiberglass duct liner and steel hangers, in accordance with the applicable Division 23 Sections.
2. Unit of Measurement: Per pound.
3. Quantity Allowance:
  - a. Include 20 pounds.

#### E. Unit Allowance H.5 – Additional Steel Pipe:

1. Description: Provide with labor to install additional steel pipe, include 4, inch diameter, 100 linear feet; including pipe joints 10-ft on centers, including insulation and hangers, in accordance with the applicable Division 23 Sections.
2. Unit of Measurement: Per linear foot.
3. Quantity Allowance:
  - a. Include 10 linear feet of 4" pipe.

## F. Unit Allowance H.6 – Additional Copper Pipe:

1. Description: Provide with labor to install additional copper pipe, include 2-inch diameter, 100 linear feet each size, including insulation and hangers, in accordance with the applicable Division 23 Sections.
2. Unit of Measurement: Per linear foot.
3. Quantity Allowance:
  - a. Include 10 linear feet of 2" pipe.

## G. Unit Allowance H.7 – Roof Curbs:

1. Description: Provide new roof curbs, including removal and replacement of 24 inch x 24 inch x 18 inch high curbs, re-installation of fan on curb, reconnection of power wiring, reconnection of ductwork, and reconnection of control wiring, in accordance with the applicable Division 23 Sections.
2. Unit of Measurement: Per assembly.
3. Quantity Allowance:
  - a. Include 1 assemblies.

## H. Unit Allowance H.8 – Journeyman Sheet Metal Worker Labor:

1. Description: Provide a journeyman sheet metal worker for Owner's use for work as directed by the Architect and at his discretion:
2. Unit of Measure; Per Man-hour.
3. Quantity Allowance:
  - a. Include 10 man-hours.

## I. Unit Allowance H.9 – Pipe Fitter Worker Labor:

1. Description: Provide a pipe fitter worker for Owner's use for work as directed by the Architect and at his discretion:
2. Unit of Measure; Per Man-hour.
3. Quantity Allowance:
  - a. Include 5 man-hours.

3.5 ELECTRICAL CONSTRUCTION SCHEDULE OF QUANTITY ALLOWANCES

## A. Include all allowances in the Base Bid and complete the Unit Cost Area on the Bid Form for each item described below.

1. The quantities in each item are in addition to the items shown on the drawings. The Owner and/or Architect will locate these items in the field when the Owner feels that they are needed.
2. All allowance items included in the contract that are not installed will be credited to the Owner at the close out of the contract at the Unit Allowance cost.

## B. Unit Allowance E.1 – Duplex Receptacle &amp; Wiring:

1. Description: Provide an additional duplex receptacle assembly. Include 20A, 120V duplex receptacle, back box, cover plate,  $\frac{3}{4}$ " conduit/raceway with 2 #12 conductors and 1 #12 ground wire to a point of authorized connection, necessary wall penetration cutting and patching, terminations and labeling. Perform in accordance with applicable Division 26 Sections and drawing requirements for similar work.
2. Unit of Measurement: Per assembly
3. Maximum Distance: 100 feet

4. Quantity Allowances:
    - a. Include 1 assemblies.
- C. Unit Allowance E.2 – Exit Sign & Wiring:
1. Description: Provide an additional exit sign assembly (Light Fixture type E1) including appropriate mounting equipment,  $\frac{3}{4}$ " conduit/raceway with 2#10 conductors and 1 #10 ground wire, necessary wall penetration cutting and patching, terminations and connections. Connect to closest normal/emergency "Exit Sign" circuit. Perform in accordance with applicable Division 26 Sections and drawing requirements for similar work.
  2. Unit of Measurement: Per assembly
  3. Maximum Distance: 100 feet
  4. Quantity Allowances:
    - a. Include 1 assemblies.
- D. Unit Allowance E.3 – 2 x 4 Light Fixture & Wiring:
1. Description: Provide an additional 2' x 4' light assembly (Light Fixture Type 'A') consisting of luminaire, an appropriate mounting equipment,  $\frac{3}{4}$ " conduit with 2 #12 conductors and 1 #12 ground wire to a point of authorized connection, necessary wall penetration cutting and patching, terminations and connections. Perform in accordance with applicable Division 26 Sections and drawing requirements for similar work.
  2. Unit of Measurement: Per assembly
  3. Maximum Distance: 30 feet
  4. Quantity Allowances:
    - a. Include 1 assemblies.
- E. Unit Allowance E.4 – Journeyman Electrician Labor:
1. Description: Provide a journeyman electrician labor for Owner's use for work as directed by the Architect and at his discretion:
  2. Unit of Measure; Per Man-hour.
  3. Quantity Allowance:
    - a. Include 3 man-hours.

END OF SECTION 012750

## SECTION 013000 - SUBMITTALS

## PART 1 - GENERAL

## 1.1 REFERENCE TO OTHER PROJECT MANUAL SECTIONS

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

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Preparing and processing of submittals for review and action.
  - 2. Preparing and processing of informational submittals.
  - 3. Coordination with project close-out procedures specified in Division 1.
  - 4. Submittal timing.
- B. Submit the following within 7 days after contract award:
  - 1. Certificate of Insurance.
  - 2. Waiver of Lien.
  - 3. Performance and Payment Bonds.
  - 4. Resume of project superintendent (including education and related construction experience).
- C. Submit the following for the Architect's review and action:
  - 1. Shop drawings.
  - 2. Product data.
- D. Submit the following for the Architect's review and action:
  - 1. Submittal Schedule (within 14 days of contract award for materials that are not long lead items).
  - 2. List of all subcontractors, manufacturers and products.
  - 3. Schedule of Values, including labor and materials of each type of construction and phase of the work.
- E. Submit the following as informational submittals:
  - 1. Structural design information required by the contract documents.
  - 2. Certificates.
  - 3. Reports and test results.
  - 4. Qualification statements for manufacturers and subcontractors.
  - 5. Contractor's certification from manufacturer.
  - 6. Installer's certification of experience and/or training.
  - 7. The General Contractor to submit a weekly typed progress status report indicating current construction status as related to overall construction schedule, including material and equipment deliveries and identification of progress obstacles to completion and signed by an officer of the firm.
  - 8. The General Contractor shall submit with each monthly Application and Certificate for Payment a draw-down schedule for payment, projected on a monthly basis through the end of the project duration.

- F. Specific submittals are described in individual specification sections.
- G. Do not commence work which requires review of any submittals until receipt of returned submittals with an acceptable action.
- H. Submit engineering submittals directly to the Engineer. Submit all other submittals directly to the Architect for review. The Architect / Engineer will return Shop Drawings upon review to the Contractor.
- I. Do not submit substitute items that have not been approved by means of procedures specified in Division 1.
- J. All Shop Drawings to be submitted by the Prime Contractor only, with the prime contractor's review stamp and signature on each copy.

### 1.3 DEFINITIONS

- A. List of Materials and Subcontractors.
  - 1. Submit to the Architect within fourteen (14) calendar days after award of Contract. Listing shall be comprehensive and shall list all of the subcontractors, manufacturers, and products giving manufacturer's model number or type, and identification number, listing only one manufacturer, material or product for each item. This list shall be coordinated with requests for approval of subcontractors as required by General Conditions and with requests substitutions approved prior to Bid.
- B. Shop Drawings: See General Conditions.
  - 1. Shop drawings shall also include:
    - a. Product data specifically prepared for this project.
    - b. Shop or plant inspection and test reports, when made on specific materials, products, or systems to be used in the work.
  - 2. Submit different units of interrelated work at the same time.
    - a. Submit together so that the Architect/Engineer may refer to related submittals during review.
    - b. The Architect/Engineer will withhold action on any such submittals unit the related submittals are received.
  - 3. Perform re-submittals in the same matter as original submittals.
    - a. Exception: Transmittal number of re-submittals shall be the same number as the original plus letter suffix; example: 055000-1 would be 055000-1A.
    - b. Indicate all changes.
      - 1. Highlight changes other than those requested by the Architect/Engineer.
- C. Product Data: See General Conditions.
  - 1. Product data submittals also include:
    - a. Performance curves, when issued by the manufacturer for all products of that type.
    - b. Sample of all specified warranties for each specified product.
    - c. Selection data showing standard colors.
    - d. Wiring diagrams, when standard for all products of that type.
    - e. Contractors shall submit a sample of all specified warranties with the product submittal

package for each specified product for review.

- D. Informational Submittals: Submittals identified in the contract documents as to be submitted for information only.

#### 1.4 FORM OF SUBMITTALS

- A. Electronic PDF Submittals: Identify and incorporate information in each electronic submittal file as follows:

1. Assemble complete submittal package into a single indexed PDF file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
2. Name file with submittal number or other unique identifier, including revision identifier.
  - a. File name shall use project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., LNHS-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., LNHS-061000.01.A).
3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Architect.
4. Transmittal Form for Electronic Submittals: Use electronic form acceptable to Owner and Architect, containing the following information:
  - a. Project name.
  - b. Date.
  - c. Name and address of Architect.
  - d. Name of Contractor.
  - e. Name of firm or entity that prepared submittal.
  - f. Names of subcontractor, manufacturer, and supplier.
  - g. Category and type of submittal.
  - h. Submittal purpose and description.
  - i. Specification Section number and title.
  - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
  - k. Drawing number and detail references, as appropriate.
  - l. Location(s) where product is to be installed, as appropriate.
  - m. Related physical samples submitted directly.
  - n. Indication of full or partial submittal.
  - o. Transmittal number.
  - p. Submittal and transmittal distribution record.
  - q. Other necessary identification.
  - r. Remarks.
5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
  - a. Project name.

- b. Number and title of appropriate Specification Section.
  - c. Manufacturer name.
  - d. Product name.
- B. One (1) copy of all submittals shall be provided to the Owner on one Flash Drive part of closeout documents.
- C. Where specifications require samples for approval and / or color selection, electronic format will not be acceptable.
- 1. Samples for initial selection purposes of manufacturer's standard sample sets in form of pieces cut from each type of product specified showing full range of colors and patterns available.
  - 2. Submit three (3) complete sets of manufacturer's samples where color, pattern, texture or similar characteristics are required to be selected.
  - 3. Color copies or color charts will not be accepted.

#### 1.5 COORDINATION OF SUBMITTALS

- A. Coordinate submittals and activities that must be performed in sequence, so that the Architect has enough information to properly review the submittals.
- B. Coordinate submittals of different types for the same product or system so that the Architect has enough information to properly review each submittal.

#### PART 2 - PRODUCTS (NOT USED)

#### PART 3 - EXECUTION

##### 3.1 TIMING OF SUBMITTALS

- A. Transmit each submittal at or before the time indicated on the approved schedule of submittals or as noted otherwise in Supplementary General Conditions Paragraph 15.
  - 1. Prepare and submit for approval a schedule showing the required dates of submittal of all submittals. Delay of this schedule which impacts material deliveries, completion of the work and coordination of other trades and subsequent scheduled submittals, will be cause for liquidated damages in the amounts specified in Article 16 of the Special Conditions Division of this Specification
  - 2. Organize the schedule by the applicable specification section number.
  - 3. Incorporate the contractor's construction schedule specified elsewhere.
  - 4. Revise and resubmit the schedule for approval when requested.
- B. Deliver each submittal requiring approval in time to allow for adequate review and processing time, including resubmittals if necessary; failure of the Contractor in this respect will not be considered as grounds for either an extension of the contract time or additional costs.
- C. Deliver each informational submittal prior to start of the work involved, unless the submittal is of a type which cannot be prepared until after completion of the work; submit promptly.

- D. If a submittal must be processed within a certain time in order to maintain the progress of the work, state so clearly on the submittal.
- E. Allow a minimum of 2 weeks for the first processing of each submittal. Allow more time when submittals must be coordinated with later submittals.
- F. Allow a minimum of 2 weeks for processing of resubmittals.
- G. If a submittal must be delayed for coordination with other submittals not yet submitted, the Architect may at his option either return the submittal with no action or notify the Contractor of the other submittals which must be received before the submittal can be reviewed.

### 3.2 SUBMITTAL PROCEDURES - GENERAL

- A. Prepare and submit submittals required by individual Specification Sections. Types of submittals are indicated in individual Specification Sections.
  - 1. Web-Based Project Software: Prepare submittals in PDF form, and upload to web-based Project software website **BOX.com**. Enter required data in web-based software site to fully identify submittal.
  - 2. Architect will return annotated file via BOX.com. Annotate and retain one copy of file as a digital Project Record Document file.
- B. Contractor Review: Stamp and sign each copy of each submittal certifying compliance with the requirements of the contract documents.
- C. Notify the Architect, at time of submittal as follows:
  - 1. In writing with each submittal, all points upon which the submittal does not conform to the requirements of the contract documents, if any.
  - 2. Issue email notification to Architect concurrently with each submittal uploaded to BOX.com. to alert Architect of upload activity.
- D. Preparation of Submittals:
  - 1. Label each copy of each submittal, with the following information:
    - a. Project name.
    - b. Date of submittal.
    - c. Contractor's name and address.
    - d. Subcontractor's name and address.
    - e. Manufacturer's name.
    - f. Specification section where the submittal is specified.
    - g. Numbers of applicable drawings and details.
    - h. Other necessary identifying information.
  - 2. Pack submittals suitably for shipment.
  - 3. Submittals to receive Architect's action marking: Provide blank space on the label or on the submittal itself for action marking; minimum 4 inches wide by 4 inches high.

## E. Transmittal of Submittals:

1. Submittals will be accepted from the Prime Contractor only. Submittals received from other entities will be returned without review or action. Fax submissions will not be accepted for review.
2. Submittals received without a transmittal form will be returned without review or action.
  - a. Project name.
  - b. Submittal date.
  - c. Specification section number.
  - d. To:
  - e. From:
  - f. Contractor's name.
  - g. Subcontractor's and supplier's names.
  - h. Manufacturer's name.
  - i. Submittal type (shop drawing, product data, sample, informational submittal).
  - j. Description of submittal.
3. Fill out a separate transmittal form for each submittal; also include the following:
  - a. Other relevant information.
  - b. Requests for additional information.

## 3.3 SHOP DRAWINGS

## A. Content: Include the following information:

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

## B. Preparation:

1. Reproductions of contract documents are not acceptable as shop drawings unless permission is requested in writing by the contractor and acceptable to the Architect.
2. Identify as indicated for all submittals.
3. Space for Architect's action marking shall be adjacent to the title block.

## 3.4 PRODUCT DATA

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

## B. When product data submittals are prepared specifically for this project (in the absence of standard printed information) submit such information as shop drawings and not as product data submittals.

## C. Content:

1. Submit manufacturer's standard printed data sheets.
2. Identify the particular product being submitted; submit only pertinent pages.
3. Show compliance with properties specified.
4. Identify which options and accessories are applicable.
5. Show compliance with the specific standards referenced.

6. Show compliance with specified testing agency listings; show the limitations of their labels or seals, if any.
7. Identify dimensions which have been verified by field measurement.
8. Show special coordination requirements for the product.

### 3.5 REVIEW OF SUBMITTALS

- A. Submittals for approval will be reviewed, marked with appropriate action, and returned.
- B. Informational submittals: Submittals will be reviewed.
  1. "Received": Receipt is acknowledged.
  2. "Not accepted; revise and resubmit."
  3. Transmittal form, only, will be returned.

### 3.6 RETURN, RESUBMITTAL, AND DISTRIBUTION

- A. Submittals will be returned to the Contractor by mail or hand delivery at job meetings. Contractors will be permitted to pick up submissions at Architect's office upon notice of completed review.
- B. Perform resubmittals in the same manner as original submittals; indicate all changes other than those requested by the Architect.
- C. Distribution:
  1. Distribute returned submittals to all suppliers and subcontractors involved in work covered by the submittal, and any Prime Contractors interfacing with the work.
  2. Make extra copies for operation and maintenance data submittals, as required.
  3. Make one copy for project record documents.

END OF SECTION 013000

## SECTION 014000 - QUALITY REQUIREMENTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's quality-control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-control services required by Architect, Owner, or authorities having jurisdiction are not limited by provisions of this Section.
- C. Related Sections include the following:
  - 1. Division 1 Section "Construction Progress Documentation" for developing a schedule of required tests and inspections.
  - 2. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
  - 3. Divisions 2 through 33 Sections for specific test and inspection requirements.

## 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and ensure that proposed construction complies with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Architect.
- C. Mockups: Full-size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be accepted.

- D. Testing Agency: An entity engaged by the Contractor to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.

#### 1.4 DELEGATED DESIGN

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Architect.

#### 1.5 REGULATORY REQUIREMENTS

- A. Copies of Regulations: Obtain copies of governing regulations and retain at Project site to be available for reference by parties who have a reasonable need:

#### 1.6 SUBMITTALS

- A. Qualification Data: Submit list of testing agencies intended for Project testing. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
- B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.
- C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:
  - 1. Specification Section number and title.
  - 2. Description of test and inspection.
  - 3. Identification of applicable standards.
  - 4. Identification of test and inspection methods.
  - 5. Number of tests and inspections required.
  - 6. Time schedule or time span for tests and inspections.
  - 7. Entity responsible for performing tests and inspections.
  - 8. Requirements for obtaining samples.
  - 9. Unique characteristics of each quality-control service.
- D. Reports: Prepare and submit certified written reports that include the following:
  - 1. Date of issue.
  - 2. Project title and number.
  - 3. Name, address, and telephone number of testing agency.
  - 4. Dates and locations of samples and tests or inspections.
  - 5. Names of individuals making tests and inspections.

6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Ambient conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- E. Licenses, and Certificates: For Owner's records, submit copies of licenses, certifications, inspection reports, releases, notices, receipts for fee payments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.7 QUALITY ASSURANCE

- A. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- C. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

- G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specializes in types of tests and inspections to be performed.
- H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.
  - 1. Contractor responsibilities include the following:
    - a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
    - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
    - c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
    - d. When testing is complete, remove assemblies; do not reuse materials on Project.
  - 2. Testing Agency Engaged by Contractor Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Architect with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
  - 1. Build mockups in location and of size indicated or, if not indicated, as directed by Architect.
  - 2. Notify Architect seven days in advance of dates and times when mockups will be constructed.
  - 3. Demonstrate the proposed range of aesthetic effects and workmanship.
  - 4. Obtain Architect's acceptance of mockups before starting work, fabrication, or construction.
  - 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
  - 6. Demolish and remove mockups when directed, unless otherwise indicated.

## 1.8 QUALITY CONTROL

- A. Contractor Responsibilities: Unless otherwise indicated, provide quality-control services specified and required by authorities having jurisdiction.
  - 1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
  - 2. Notify testing agencies at least 24 hours in advance of time when Work that requires testing or inspecting will be performed.
  - 3. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  - 4. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.

5. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. **Manufacturer's Field Services:** Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing.
- C. **Retesting/Reinspecting:** Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that revised or replaced Work that failed to comply with requirements established by the Contract Documents.
- D. **Testing Agency Engaged by Contractor Responsibilities:** Cooperate with Architect and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Architect and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
  2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
  3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
  4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
  5. Do not perform any duties of Contractor.
- E. **Contractor's Associated Services:** Cooperate with agencies performing required tests, inspections, and similar quality-control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:
1. Access to the Work.
  2. Incidental labor and facilities necessary to facilitate tests and inspections.
  3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
  4. Facilities for storage and field-curing of test samples.
  5. Delivery of samples to testing agencies.
  6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
  7. Security and protection for samples and for testing and inspecting equipment at Project site.
- F. **Coordination:** Coordinate sequence of activities to accommodate required quality-assurance and quality-control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- G. **Schedule of Tests and Inspections:** Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Submit schedule within 30 days of date established for commencement of the Work.

1. Distribution: Distribute schedule to Owner, Architect, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

1.9 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  1. Provide materials and comply with installation requirements specified in other Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
  2. Comply with the Contract Document requirements for Division 1 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

## SECTION 014210 - REFERENCE STANDARDS AND DEFINITIONS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 DEFINITIONS

- A. General: Basic contract definitions are included in the Conditions of the Contract.
- B. "Indicated": The term "indicated" refers to graphic representations, notes, or schedules on the Drawings; or to other paragraphs or schedules in the Specifications and similar requirements in the Contract Documents. Terms such as "shown," "noted," "scheduled," and "specified" are used to help the user locate the reference. Location is not limited.
- C. "Directed": Terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean directed by the Architect, requested by the Architect, and similar phrases.
- D. "Approved": The term "approved," when used in conjunction with the Architect's action on the Contractor's submittals, applications, and requests, is limited to the Architect's duties and responsibilities as stated in the Conditions of the Contract.
- E. "Regulations": The term "regulations" includes laws, ordinances, statutes, and lawful orders issued by authorities having jurisdiction, as well as rules, conventions, and agreements within the construction industry that control performance of the Work.
- F. "Furnish": The term "furnish" means to supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation, and similar operations.
- G. "Install": The term "install" describes operations at the Project site including the actual unloading, temporary storage, unpacking, assembling, erecting, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning, and similar operations.
- H. "Provide": The term "provide" means to furnish and install, complete and ready for the intended use.
- I. "Installer": An installer is the Contractor or another entity engaged by the Contractor, either as an employee, subcontractor, or contractor of lower tier, to perform a particular construction activity, including installation, erection, application, or similar operations. Installers are required to be experienced in the operations they are engaged to perform.
  - 1. The term "experienced," when used with the term "installer," means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated; and having complied with requirements of authorities having jurisdiction.
  - 2. Trades: Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding

generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespersons of the corresponding generic name.

3. Assigning Specialists: Certain Sections of the Specifications require that specific construction activities shall be performed by specialists who are recognized experts in those operations. The specialists must be engaged for those activities, and their assignments are requirements over which the Contractor has no option. However, the ultimate responsibility for fulfilling contract requirements remains with the Contractor.
  - a. This requirement shall not be interpreted to conflict with enforcing building codes and similar regulations governing the Work. It is also not intended to interfere with local trade-union jurisdictional settlements and similar conventions.
  
- J. "Project site" is the space available to the Contractor for performing construction activities, either exclusively or in conjunction with others performing other work as part of the Project. The extent of the Project site is shown on the Drawings and may or may not be identical with the description of the land on which the Project is to be built.
  
- K. "Testing Agencies": A testing agency is an independent entity engaged to perform specific inspections or tests, either at the Project site or elsewhere, and to report on and, if required, to interpret results of those inspections or tests.

### 1.3 SPECIFICATION FORMAT AND CONTENT EXPLANATION

- A. Specification Format: These Specifications are organized into Divisions and Sections based on the 33-division format and CSI/CSC's "MasterFormat" numbering system.
  
- B. Specification Content: These Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be interpolated as the sense requires. Singular words shall be interpreted as plural and plural words interpreted as singular where applicable as the context of the Contract Documents indicates.
  2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by the Contractor. At certain locations in the Section Text, subjective language is used for clarity to describe responsibilities that must be fulfilled indirectly by the Contractor or by others when so noted.
    - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

### 1.4 INDUSTRY STANDARDS

- A. Applicability of Standards: Unless the Contract Documents include more stringent requirements, applicable construction industry standards have the same force and effect as if bound or copied directly into the Contract Documents to the extent referenced. Such standards are made a part of the Contract Documents by reference.
  
- B. Publication Dates: Comply with standards in effect as of the date of the Contract Documents.

- C. **Conflicting Requirements:** Where compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.
1. **Minimum Quantity or Quality Levels:** The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of the requirements. Refer uncertainties to the Architect for a decision before proceeding.
- D. **Copies of Standards:** Each entity engaged in construction on the Project must be familiar with industry standards applicable to its construction activity. Copies of applicable standards are not bound with the Contract Documents.
1. Where copies of standards are needed to perform a required construction activity, the Contractor shall obtain copies directly from the publication source and make them available on request.
- E. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. Where abbreviations and acronyms are used in the Specifications or other Contract Documents, they mean the recognized name of the trade association, standards-producing organization, authorities having jurisdiction, or other entity applicable to the context of the text provision. Refer to Gale Research's "Encyclopedia of Associations" or Columbia Books' "National Trade & Professional Associations of the U.S.," which are available in most libraries.
- F. **Abbreviations and Names:** Trade association names and titles of general standards are frequently abbreviated. The following abbreviations and acronyms, as referenced in the Contract Documents, mean the associated names. Names and addresses are subject to change and are believed, but are not assured, to be accurate and up-to-date as of the date of the Contract Documents.

## 1.5 GOVERNING REGULATIONS AND AUTHORITIES

- A. **Copies of Regulations:** Obtain copies of the following regulations and retain at the Project site to be available for reference by parties who have a reasonable need.

## 1.6 SUBMITTALS

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

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 014210

## SECTION 015000 - TEMPORARY FACILITIES AND SERVICES

## PART 1 - GENERAL

## 1.1 REFERENCE TO OTHER PROJECT MANUAL SECTIONS

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

## 1.2 SUMMARY

## A. Section Includes:

1. Temporary utilities.
2. Protective facilities.
3. Employee facilities.
4. Administrative facilities.
5. **General Contractor** shall provide the following, as specified in this section, for the use of all Contractors and subcontractors:
  - a. Coordination of location of construction facilities provided by other Contractors.
  - b. Entrance locks.
  - c. Fire protection facilities.
  - d. Other employee protection facilities required by law.
  - e. Project identification and safety sign(s).
  - f. Public protective facilities required by law.
  - g. Temporary toilet facilities.
  - h. Temporary 6'-0" high chain link construction fence at staging areas, per Section 323114 and local ordinances.
  - i. Temporary weathertight wall enclosures.
  - j. Floor finish protection.
  - k. Temporary interior construction barrier partitions at each area of work.
6. **Electrical Contractor** shall provide the following, as specified in this section, for the use of all Contractors and subcontractors:
  - a. Electrical service, except extension cords.
    1. The Electrical Contractor shall be responsible for any electric utility service connection fees for temporary power.
  - b. Temporary lighting adequate to allow construction installation and finish work.
  - c. Use of permanent electrical systems.
  - d. See Special Conditions for additional information regarding electrical usage and associated costs.
8. Each Contractor shall provide all other facilities and services required to accomplish his work.

## 1.3 REFERENCES

- A. NEMA WD 6-1988 -- Wiring Devices--Dimensional Requirements; National Electrical Manufacturer's Association; 1988.

#### 1.4 DEFINITIONS

- A. Temporary Facilities: Construction, fixtures, fittings, and other built items required to accomplish the work but which are not incorporated into the finished work.
- B. Temporary Utilities: A type of temporary facility; primary sources of electric power, water, natural gas supply, etc., obtained from public utilities, other main distribution systems, or temporary sources constructed for the project, but not including the fixtures and equipment served.

#### 1.5 SUBMITTALS

- A. Reports of inspections, tests, and approvals for the installation and use of construction facilities, which are made, or given by public authorities.

#### 1.6 QUALITY ASSURANCE

- A. Comply with requirements of governing authorities, as to type, quantity, location, and use of temporary facilities.
- B. Comply with requirements of public utilities affected.

#### 1.7 PROJECT CONDITIONS

- A. Obtain easements where required.
- B. Coordinate scheduling of the implementation and termination of temporary facilities and services with the School District and all other Contractors affected.
- C. Use of permanent facilities prior to substantial completion is subject to the Owner's approval and conditions.
  - 1. Each permanent facility used for construction purposes shall be operated, maintained, and protected during such use by the original installer.
  - 2. Specified warranties shall not be reduced or voided by temporary use.
  - 3. Facilities shall be maintained and thoroughly cleaned at end of temporary use.

#### 1.8 SEQUENCING AND SCHEDULING

- A. Maintain required facilities until not needed or until shortly before substantial completion; remove facilities before substantial completion.
  - 1. Exception: Where use of permanent facilities is allowed.
- B. Change over to use of permanent facilities, when applicable, as soon as possible, except when use of permanent facilities is not permitted.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. General: Provide materials, which are both suitable for the use and durable enough to withstand the use and abuse to be expected.

### 2.2 TEMPORARY UTILITIES

- A. Temporary Power, By Electrical Contractor:
1. Provide electricity, adequate for demand of construction operations and finishes.
  2. Electrical service:
    - a. Extend temporary feeder from existing distribution system.
    - b. Provide code required overcurrent protection and disconnect means at connection to service.
    - c. Provide service conductors and equipment.
    - d. Provide distribution equipment, feeders, and branch circuit panel boards to serve:
      1. Temporary lighting with OSHA required foot-candles for construction work and required light levels for General Contractor's installation of finishing work.
      2. Temporary convenience receptacles.
      3. Other temporary facilities specified.
    - e. Temporary convenience receptacles: NEMA WD 6, Type 5-20R; locate within 50 feet of each point requiring power; use 20-ampere branch circuits.
    - f. Provide emergency generation equipment adequate to provide electrical power for construction operations, during electrical power shut downs.

### 2.3 PROTECTIVE FACILITIES

- A. Fire Protection Facilities: Provide at least the temporary facilities required by the authorities having jurisdiction.
1. Fire extinguishers to be installed in the completed building shall not be used during construction.
  2. Put permanent facilities into operation as soon as possible.
- B. Entrances to Site and Building: Provide locks.
1. Do not change locking system until substantial completion, unless directed by Owner.
  2. General Contractor shall maintain keys for all locks and provide access to prime contractors on a daily basis.

### 2.4 EMPLOYEE FACILITIES

- A. Temporary Lighting: Electrical Contractor to provide at least the lighting required by law and as required herein. Temporary lighting shall consist of providing a minimum of one lighting fixture with guard, with 150 watt lamp equivalent, every 20 feet in each direction in all corridors and spaces with a minimum of one per space. This shall be understood to mean by example, that a space that measures thirty feet (30'-0") by thirty feet (30'-0") shall be provided with at least four light fixtures as described herein and a space fifteen feet (15'-0") wide by thirty feet (30'-0") shall be provided with at least two light fixtures as described herein.

- B. Toilet Facilities: General Contractor to provide temporary toilet facilities at the site.
  1. Permanent toilet facilities in building shall not be used by contractors.
  2. General Contractor to provide two (2) portable toilet facilities.
  3. The General Contractor shall be responsible to generally clean and maintain the portable toilet facilities until project completion.
  4. Each prime contractor shall be responsible for sanitizing the assigned portable toilet facility in accordance with Centers for Disease Control and Prevention (CDC) and Pennsylvania COVID-19 guidelines until project completion.
  5. The General Contractor shall provide toilet tissue for each portable toilet facility.

## 2.5 TEMPORARY CONSTRUCTION

- A. Temporary Enclosures for Weather Resistance: When building enclosure is not yet complete but interior construction may be damaged by weather, HVAC Construction Contractor (Base Bid) or General Construction Contractor (Alternate Bid No. 1) to provide temporary enclosures adequate to keep out weather and maintain building security.
- B. Prior to completion of each workday, the General Work Contractor shall be responsible for securing the envelope of the building to protect against weather infiltration and person or persons trespassing into the building by means of the Project areas of work.
- C. General Construction Contractor to provide all construction barriers for phasing the construction work and protection of finishes. Dust tight construction barriers constructed of plywood on metal studs to be located at corridors to separate construction areas from remaining building at end of construction area. Tape all joints at perimeter and apply two coats of white primer to non-construction area side of barriers. Construct barriers with hinged lockable man/equipment doors and allow for easy relocation on removal without damaging adjacent surfaces.
- D. General Construction Contractor to provide construction fence with lockable drive gates at building alterations, as shown on Site Drawings and Specification Section 323114.
- E. General Construction Contractor to provide protection for existing flooring in all construction areas.
- F. All Prime Construction Contractors shall provide dumpster or trash containers for their trade's refuse. These containers shall be maintained and emptied by each Prime Contractor on a regular basis.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. Cooperate with other contractors in location of temporary facilities.

### 3.2 TERMINATION AND REMOVAL

- A. Remove temporary facilities when no longer needed, or when use of appropriate permanent facility is approved, but not later than substantial completion.

1. Exception: When longer usage is requested by the Architect or Owner.
- B. Complete permanent work delayed, until removal of temporary facilities and restore components and/or areas damaged by temporary facilities.
- C. Permanent Facilities Used during Construction: Clean; replace parts that are worn in excess of that expected during normal usage.

END OF SECTION 015000

## SECTION 016000- PRODUCT REQUIREMENTS

### PART 1 - GENERAL

#### 1.1 REFERENCE TO OTHER PROJECT MANUAL SECTIONS

- A. Drawings and general provisions of the Contract, including General, Special and Supplementary Conditions, Division 1 Specification Sections and Forms apply to this Section.

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. General product requirements, including:
    - a. General specification requirements for all products.
    - b. Product options.
    - c. Procedures for substitution requests.
    - d. General requirements and procedures for maintenance materials and tools.
  - 2. General requirements for product documentation, including:
    - a. Requirements and procedures for schedule of products.
    - b. General requirements for operation and maintenance data.
    - c. General requirements for warranties.
  - 3. General procedures for products including:
    - a. Procedures for transportation and handling.
    - b. Procedures for delivery and receiving.
    - c. Procedures for storage.

#### 1.3 DEFINITIONS

- A. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.

#### 1.4 SUBMITTALS

- A. Receipts for maintenance materials and tools.
- B. Refer to Division 1 - Submittals.

### PART 2 - PRODUCTS

#### 2.1 GENERAL

- A. Components required to be supplied in quantity within a specification section shall be identical, interchangeable, and made by the same manufacturer.
- B. Do not use products removed from existing construction, unless specifically permitted by the contract documents or approved by the Owner.

## 2.2 MAINTENANCE MATERIALS AND TOOLS

- A. Maintenance Materials: Parts and materials for repair and maintenance; specific items required are specified in product sections.
  - 1. Provide products and tools which are identical to those used in the work; if necessary, to obtain identical items, order at the same time as products to be installed or tools to be used in the work.
- B. Package appropriately and label to show type and quantity of contents.
- C. Deliver, handle, and store in the same manner as products to be installed.
- D. Do not turn over to the Owner until date of substantial completion, unless otherwise approved by the Owner.
- E. Deliver to the Owner; unload.
- F. Obtain receipt prior to final payment.

## PART 3 - EXECUTION

### 3.1 PRODUCT OPTIONS

- A. It is the Contractor's responsibility to select products which comply with the contract documents and which are compatible with one another, with existing work, and with products selected by other contractors.
  - 1. Verify that electrical characteristics of products are compatible with electrical systems; notify Architect of all discrepancies, prior to material delivery.
  - 2. Where visual matching to an established physical sample is required, the Architect's decision will be final.
- B. Do not use any substitute products which have not been approved in accordance with the requirements of the contract documents; formal substitution request is required. All substitution requests are to be made in advance of the bid date and in accordance with the provisions as set forth in the Special Conditions section of these specifications.
- C. Definition of Substitute Product: Any product which does not meet the requirements of the contract documents, whether in product characteristics, performance, quality, manufacturer, model number or brand names, is considered a substitute.
- D. Product Options: Where products are specified using more than one method, such as description with a manufacturer list, use a product meeting the requirements of both specification methods.
- E. Products Specified by Reference Standard: Use any product meeting the specification. Provisions of reference standards shall not modify the responsibilities of the Owner or Architect as defined in the contract documents.
- F. Products Specified by Description: Use any product meeting the specification.
- G. Products Specified by Performance Requirements: Use any product meeting the specification.

- H. Products Specified to Match a Physical Sample: Use first class product that matches; obtain the Architect's approval.
- I. Products Specified by Listing a Brand Name Product as the "Basis of Design": Provide a product equivalent to the product specified within the limits of variation specified; submit substitution request for all products other than that listed as basis of design.
- J. Products Specified by Listing Brand Name(s): Provide a product at least equal to the brand name product, or products, listed; submit substitution request for any brand name product not listed.
- K. Products Specified by Listing Manufacturer(s): Provide a product meeting the specification; submit substitution request for any manufacturer not listed.

### 3.2 SUBSTITUTION REQUESTS

- A. Substitution requests must be submitted prior to receipt of bids; see Special Conditions.
- B. Substitutions will not be considered between the bid date and the award of the contract.
- C. Substitutions will not be allowed after award of the contract except when, through no fault of the Contractor, of the specified product is not available.

### 3.3 SUBSTITUTION PROCEDURE

- A. Submission of request for substitution shall constitute a representation by the Contractor that he:
  1. Has investigated the proposed product and determined that it is equal to or better than the specified product. Absence of an explicit comparison of any characteristic of the proposed product to the specified product shall constitute a representation that the proposed product is equal to or better than the specified product with regard to that characteristic.
  2. Will provide the same warranty for the proposed product as for the specified product.
  3. Will coordinate the installation and make other changes which may be required for the work to be complete in all respects, including:
    - a. Redesign.
    - b. Additional components and capacity required by other work affected by the change.
  4. Waives all claims for additional costs and time extensions which subsequently may become apparent and which are caused by the change.
- B. Substitutions will not be considered when acceptance would require substantial revision of the contract documents.
- C. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request.
- D. Substitution requests will not be considered when submitted directly by subcontractor or supplier.
- E. Substitution Request Procedure: Submit written request with complete data substantiating compliance of the proposed product with the requirements of the Contract Documents.
  1. Submit request to the Architect.
  2. Submit 5 copies of each request and accompanying data.

3. Only one request for substitution will be considered for each product.
- F. Data Required with Substitution Request: Provide at least the following data:
1. Identify product by specification section and paragraph number.
  2. Manufacturer's name and address, trade name and model number of product (if applicable), and name of fabricator or supplier (if applicable).
  3. Complete product data.
  4. An itemized comparison of the proposed product to the specified product.
  5. List of maintenance services and replacement materials available.
  6. Statement of the effect of the substitution on the construction schedule.
  7. Description of changes that will be required in other work or products if the substitute product is approved.
- G. The Architect will determine acceptability of the proposed substitution.
- H. When the proposed substitution is not accepted, provide the product (or one of the products, as the case may be) specified.

### 3.4 SCHEDULE OF PRODUCTS

- A. Prepare a complete schedule of products used, including the following for each product:
1. Manufacturer's name.
  2. Brand or trade name.
  3. Model number, if applicable.
  4. Reference standard, if more than one is applicable.
  5. Arrange products in the schedule by specification sections; indicate paragraph where specified.
- B. Prepare and submit a preliminary schedule within 30 days after award of contract; resubmit when revised; submit final schedule prior to final payment.
- C. Schedule of products shall not be used to obtain approval of substitute products; make separate request for substitution.

### 3.5 OPERATION AND MAINTENANCE DATA

- A. Provide operation and maintenance data for the types of products listed below and for all other products as specified in individual product sections.
1. Provide data sufficient for operation and maintenance by Owner without further assistance from the manufacturer.
  2. Provide completed data at least 30 days prior to instruction of Owner personnel.
- B. Data Required For Products - General:
1. Name of manufacturer and product.
  2. Name, address, and telephone number of subcontractor or supplier.
  3. Local source of replacements.
  4. Local source of replaceable parts and supplies.
- C. Product Data: Where product data is specified for inclusion in operation and maintenance data, provide manufacturer's data sheets marked to indicate specific product and product options actually installed; delete inapplicable data.

- D. Project Record Documents: Provide an additional copy of applicable record documents for inclusion with the operation and maintenance data.
- E. Custom Manufactured Products: Provide all information needed for reordering product and components.
- F. Finish Materials: Manufacturer's product data, color/texture designations, and manufacturer's instructions for care, cleaning, and maintenance.
- G. Products Exposed to Weather and Products for Moisture Protection: Manufacturer's product data, recommended inspection schedule and procedures, maintenance and repair procedures, and maintenance materials required.
- H. Equipment: Provide at least the following information:
  - 1. Product data giving equipment and function description, with normal operating characteristics and limiting conditions.
  - 2. Starting, operating, and troubleshooting procedures.
  - 3. Cleaning and maintenance requirements and procedures.
  - 4. External finish maintenance requirements.
  - 5. List of maintenance materials required.
  - 6. List of special tools required.
  - 7. Parts list: List all replaceable parts, with ordering data.
  - 8. Recommended quantity of spare parts to be maintained in storage.
- I. Systems: Provide overall function description, with diagrams, prepared especially for this project.
- J. Form of Data: Prepare data in the form of an instructional manual.
  - 1. Arrange content logically, using section numbers and sequence of sections indicated on the table of contents of this project manual.
  - 2. When multiple volumes are used, arrange by related subjects; identify contents in cover title.
  - 3. Assemble into 3-ring binders with maximum 2-inch ring size.
    - a. Hardback, cleanable plastic covers.
    - b. Identify each book with title "Operation and Maintenance Instructions" and project name.
    - c. Prepare special typewritten data on minimum 20-pound paper.
    - d. Provide tabbed divider for each product and system.
    - e. Drawings: Bind in with other data; provide reinforced binding edge; fold larger drawings to size of pages.
      - 1. Do not use pockets or loose drawings.
  - 4. Provide table of contents for each volume listing:
    - a. Name of the project.
    - b. Name, address, telephone number, and contact name of:
      - 1. Subcontractor or supplier.
      - 2. Contractor.
    - c. Index of products and systems included in volume.

### 3.6 WARRANTIES

- A. Provide warranties as specified in individual product sections.

- B. Manufacturer Warranties: Manufacturer's standard product warranty running for the manufacturer's standard term, unless otherwise indicated.
  - 1. Submit copies of all manufacturer warranties which extend beyond the end of the contract correction period.
- C. Special Project Warranties: Written warranty commencing at date of substantial completion, running for the term indicated, and signed by the entities specified.
  - 1. Where completion of warranty item is materially delayed beyond the date of substantial completion, provide warranty commencing on date of acceptance.
  - 2. Submit each special project warranty.
- D. Provide 4 copies of each executed warranty.
- E. Show actual date of commencement on each warranty.

### 3.7 TRANSPORTATION AND HANDLING

- A. Require supplier to package finished products in a manner which will protect from damage during shipping, handling, and storage.
- B. Transport products by methods which avoid damage.
- C. Deliver in dry, undamaged condition in manufacturer's unopened packaging.
- D. Provide equipment and personnel adequate to handle products by methods which prevent damage.
- E. Provide additional protection during handling where necessary to prevent damage to products and packaging.
- F. Lift large and heavy components at designated lift points only.

### 3.8 DELIVERY AND RECEIVING

- A. Arrange deliveries of products to allow time for inspection prior to installation.
- B. Coordinate delivery to avoid conflict with the work and to take into account both the conditions at the site and the availability of personnel, handling equipment, and storage space.
- C. Clearly mark partial deliveries to identify contents, to permit easy accumulation of entire delivery, and to facilitate assembly.
- D. Promptly inspect shipments and remedy damage, incorrect quantity, incompleteness, improper or illegible labeling, and noncompliance with requirements of contract documents and approved submittals.

### 3.9 STORAGE

- A. No indoor storage areas are available on site.

- B. General Storage Procedures:
1. Store products immediately on delivery.
  2. Store products in accordance with manufacturer's instructions, with seals and labels intact and legible.
  3. Store in a manner to prevent damage to the stored products and to the work.
  4. Store moisture-sensitive products in weathertight enclosures.
  5. Store indoors if necessary, to keep temperature and humidity within ranges required by manufacturer.
  6. Store unpacked and loose products on shelves, in bins, or in neat groups of like items.
  7. Arrange storage to provide access for inspection and inventory.
  8. Periodically inspect and remedy damage and noncompliance with required conditions.
- C. Loose Granular Materials: Store on solid surfaces in well-drained area; prevent mixing with foreign materials.
- D. Exterior Storage:
1. Cover products subject to weather damage with impervious sheet covering; provide ventilation to avoid condensation.
  2. Provide surface drainage to prevent runoff or ponded water from damaging stored products.
  3. Prevent damage and contamination from refuse and chemically injurious materials and liquids.
  4. Store fabricated products on substantial platforms, blocking, or skids above the ground, sloped to drain.

END OF SECTION 016000

## SECTION 017000-CONSTRUCTION PROCEDURES

### PART 1 - GENERAL

#### 1.1 REFERENCE TO OTHER PROJECT MANUAL SECTIONS

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

#### 1.2 SUMMARY

- A. Section Includes:
  - 1. General construction and installation procedures.
  - 2. Cleaning during construction.
  - 3. Final cleaning.
  - 4. Project completion procedures.

#### 1.3 DEFINITIONS

- A. Concealed Spaces: Spaces which are not accessible after completion of construction.
- B. Cutting: Removal of material by cutting, sawing, drilling, breaking, chipping, grinding, and similar operations, including excavation.
- C. Damage: Any sort of deterioration whether due to weather, normal wear and tear, accident, or abuse, resulting in soiling, marring, breakage, corrosion, rotting, or impairment of function.
- D. Debris: Rubbish, waste materials, litter, volatile wastes, and similar materials, with the exception of surplus materials which are to become the property of the Owner.
- E. Patching: Restoration to completed condition by patching, repairing, refinishing, finishing, filling, closing up, and similar operations.
  - 1. Name, title, and signature of person observing demonstration.

#### 1.4 QUALITY ASSURANCE

- A. Cleaning: Perform cleaning in accordance with the recommendations of the manufacturer or fabricator of the product or system. Use only cleaning materials and tools which are specifically recommended, which are not hazardous to health or property, and which will not damage finishes.
- B. Building materials made of organic material or those that could absorb moisture shall be protected in transit and at the construction site from contact with moisture and from collecting organic matter such as leaves, soil or insects.
- C. The building envelope shall be weather-tight and permitted to dry before installation of interior walls, flooring, ceilings or HVAC systems.

## 1.5 PROJECT CONDITIONS

- A. Take precautions to prevent fires and to facilitate fire-fighting operations.
  - 1. Keep flammable materials in non-combustible containers; store away from potential fire sources; remove flammable waste regularly.
  - 2. Keep temporary and permanent fire fighting facilities readily accessible; keep fire fighting routes open.
  - 3. No smoking is permitted on Project site.
  - 4. Carefully supervise the operation of potential fire sources, including heating units.
  - 5. Conduct welding operations in manner to prevent fire; comply with local regulations.
  
- B. Take precautions to prevent accidents due to physical hazards:
  - 1. Provide barricades, warning lights, or signs as required to inform personnel and the public of the hazard being protected against.
  - 2. Safety barricades: Comply with regulations.
  - 3. Provide temporary walkways where walking surfaces are hazardous.
  - 4. Notify the Owner before beginning work that involves hazardous operations no explosives nor the like are permitted.
  
- C. Take care to prevent pollution of air, water, and soil.
  - 1. Comply with environmental protection regulations.
  - 2. Limit effluent and rainwater runoff into waterways as required by governing regulations.
  - 3. Do not dump contaminants in areas that will result in contamination of waterways.
  
- D. Provide an Environmental Management System Plan to include:
  - 1. General Contractor's Environmental Policy.
  - 2. Regulatory compliance Training.
  - 3. Environmental Risk Assessment that shows sensitive environmental areas and ranks potential risks that may arise from the construction.
  - 4. Environmental Risk Management Strategies.
  - 5. Environmental Management roles, responsibilities and reporting structure for the construction phase.
  - 6. Site and work instructions for site personnel outlining environmental procedures during construction.
  - 7. Environmental Inspection Checklists
  - 8. Records of Compliance
  - 9. Idle reduction strategies
  - 10. Use of clean/ alternative fuels
  - 11. Engine upgrades that reduce emissions
  - 12. Engine maintenance records
  
- E. Minimize discharge of effluent and rainwater runoff into sewers.
  - 1. Control sediment discharge into sewers; filter out construction debris, soil, and contaminants.
  - 2. Comply with regulations and orders of public utilities regarding use of sewers.
  - 3. Where disposal of effluent or rainwater by means of sewers is not lawful or is not possible, provide alternative methods of disposal.
  
- F. Prevent erosion due to rainwater runoff.

- G. Control windblown dust; prevent erosion to site and nuisance to neighbors.
- H. Prevent flooding of excavations, below-grade construction, and adjacent properties due to rainwater runoff or ground water.
- I. Do not use tools or equipment which produce harmful levels of noise.
  - 1. Do not use noise-making tools or equipment between 8 PM and 7 AM weekdays, all day weekends and holidays and any other times restricted by local ordinance.
- J. Keep the site and adjacent public ways free of hazardous and unsanitary conditions and public nuisances.
- K. Control rodents and other pests; prevent infestation of adjacent sites and buildings due to pests on this site.
- L. Keep public streets free of debris due to this work.
- M. Provide adequate traffic control by means of signs, signals, and flagmen, as necessary.
- N. Provide temporary means of draining roofs where required.
- O. Conduct construction operations so that no part of the work and no part of the existing construction is subjected to damaging operations or influences which are in excess of those to be expected during normal occupancy conditions.
- P. Conduct construction operations so that waste of power, water, and fuel is avoided.
- Q. Provide temporary supports as required to prevent movement and structural failure.

#### 1.4 SEQUENCING AND SCHEDULING

- A. Coordinate required administrative and building occupancy activities with related construction activities.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Patching Materials: Identical to the materials of the work to be cut, unless indicated as specific materials specified in other sections.
  - 1. For exposed materials for closing up openings, use materials identical to those of the adjacent construction; concealed materials are not required to be identical.
  - 2. If identical materials are not available or cannot be used, use materials that provide best visual match; obtain approval of the Architect.
  - 3. Use materials that perform equally as well as, or better than, the material cut.
  - 4. If necessary, determine composition of existing materials to be patched by testing.

## PART 3 - EXECUTION

### 3.1 GENERAL EXAMINATION REQUIREMENTS

- A. Prior to performing work, examine the applicable substrates and the conditions under which the work is to be performed.
- B. If unsafe or otherwise unsatisfactory conditions are encountered, take corrective action before proceeding.
  - 1. If the conditions to be corrected involve the work of another prime contract, notify the Architect promptly.
- C. Conditions which could have been discovered by examination will not be allowed as cause for claims for extra work.
- D. Notify the Architect promptly of any modifications required due to existing conditions or previous work.
- E. Before starting work which might affect existing construction, verify the existence and location of such construction.
  - 1. In particular, verify the following:
    - a. Underground utilities.
    - b. Other underground construction.
    - c. Location and invert elevation of points of connection to piped utilities.
- F. Verify that utility requirements of operating equipment are compatible with building utilities.
- G. Verify space requirements of items which are shown diagrammatically on the drawings.

### 3.2 GENERAL PREPARATION REQUIREMENTS

- A. Take field measurements as required to fit the work properly.
- B. Recheck measurements prior to installing each product.

### 3.3 GENERAL INSTALLATION PROCEDURES

- A. Accurately locate the work and components of the work; make vertical work plumb; make horizontal work level.
- B. See sections describing specific parts of the work for additional requirements.
- C. Where space is limited, install components to maximize space available for maintenance and to maximize ease of removal for replacement.
- D. In finished areas, conceal pipes, ducts, and wiring within the construction, unless otherwise indicated.

- E. Coordinate exact locations of fixtures and outlets with finish elements.
- F. Install work in such manner and sequence as to preclude, if possible, or at least to minimize, cutting and patching.
- G. Existing Construction:
  - 1. Perform work in existing construction in same manner as for new construction unless otherwise specified.
  - 2. Where a new surface exposed to view is an extension of any existing surface, align both surfaces without a change of plane and make a neat transition between finishes.
    - a. If a change of plane is necessary due to the configuration of the existing surface, terminate the existing surface and its finish along a straight line at a natural line of division.
  - 3. Where portions of existing work are removed, patch remaining work with neat transitions between remaining surfaces without evidence of cutting.
    - a. Where neat transitions between remaining surfaces are not possible due to configuration of existing surfaces, obtain instructions from the Architect.
  - 4. Where existing construction is removed, remove existing utility services located within or upon the existing construction.
    - a. Cap cut ends of abandoned piping, conduit, and duct in such a manner that they are air tight and concealed in finish work.

### 3.4 CLEANING AND PROTECTION

- A. Remove debris from concealed spaces prior to enclosing the space.
- B. Keep the site and the work free of waste materials and debris.
  - 1. Remove waste from site weekly and as required in Special Requirements.
  - 2. When temperature exceeds or is expected to exceed 80 degrees F, remove waste at frequency necessary to prevent development of health hazards and nuisance odors.
  - 3. Keep hazardous and unsanitary materials in containers separate from other waste.
- C. Clean areas in which work is to be done to level of cleanliness necessary for proper execution of that work.
  - 1. Where dust would impair execution of work, broom- and vacuum-clean the entire interior area and keep clean.
- D. Keep installed work clean, and clean again when soiled by other operations.
  - 1. Provide periodic cleaning as required to prevent damage due to soiling.
  - 2. Remove liquid spills promptly.
- E. Protect installed work from soiling and damage.
  - 1. Provide protective coverings as required.
  - 2. Provide protective coverings for work which may be damaged by subsequent operations.
  - 3. Where heavy abuse is expected, use minimum of plywood for protection.
  - 4. Maintain protective coverings until substantial completion.

### 3.5 CUTTING AND PATCHING PROCEDURES

#### A. Existing Construction:

1. Do not cut existing mechanical and electrical services which are to remain in use until provisions have been made to relocate or reconnect them within the time limits specified elsewhere.

### 3.6 INSTALLATION OF COMPONENTS

#### A. Install all products in accordance with manufacturer's instructions and recommendations, whether conveyed in writing or not.

#### B. Mounting Heights: Where mounting heights are not indicated, mount at heights required by governing regulations or as directed by the Architect.

#### C. Separate incompatible materials with suitable materials or spacing.

1. Prevent cathodic corrosion.

#### D. Provide all anchors and fasteners required and use methods necessary to securely fasten work.

1. Allow for thermal expansion and contraction, and for building movement.

#### E. Joints in Exposed Work:

1. Make joints of uniform widths.
2. Where joint locations are not indicated, arrange joints for the best visual effect.
  - a. When in doubt, obtain the Architect's instructions.

#### F. After installation, adjust operating components to proper operation.

### 3.7 EXISTING HAZARDOUS MATERIAL PROCEDURES

#### A. Asbestos may be found in the existing building.

1. Do not cut any material that is suspected of being asbestos.
2. If material to be cut is suspected of being asbestos, immediately stop work on it and notify the Owner.
3. Determination of hazard will be made by others at no cost to the Contractor.
4. Removal of asbestos will be accomplished by others under separate contract with Owner.

### 3.8 FACILITY STARTUP

#### A. Put each item of equipment and each system into full, satisfactory operation.

#### B. Prior to Startup:

1. Verify that equipment and systems are complete, correctly connected to utilities, and tested.
  - a. Comply with requirements of manufacturer.
2. Inspect and test as required to ensure that work is installed as specified and to determine suitability for energizing.
3. Provide power and fuel for startup and testing.

4. Change over from temporary to permanent utility sources.
  5. Re-adjust and lubricate operating components as required to ensure smooth and unhindered operation.
    - a. Check drive rotations, belt tension, control sequences, and other features which might cause damage if not properly adjusted.
  6. When specified or when required by manufacturer, have manufacturer's representative prepare for startup or supervise such preparation.
- C. Notify the Architect 10 days prior to startup of each item and system.
- D. Execute startup under supervision of responsible personnel in accordance with the manufacturer's instructions.
  1. When specified or when required by manufacturer, have manufacturer's representative perform startup.
  2. Submit a written report of startup operation.
- E. After startup, adjust equipment and systems as required for proper operation.
  1. Where specified, perform tests or inspections to determine status of operation.
- F. Demonstrate the operation of equipment and systems to the Architect during the inspection for substantial completion.
  1. Have final operating and maintenance data available during demonstration.
- G. For equipment and systems which have different operation at different seasons, demonstrate operation during subsequent seasons until fully demonstrated.
- H. See Section 017900 for additional requirements regarding Demonstration and Training.

### 3.9 FINAL CLEANING

- A. Each Prime Contractor shall perform cleaning as it relates to his area of work.
  1. Dust and wash all electrical and mechanical equipment and fixtures.
- B. The general work Contractor shall perform all final cleaning after work of other trades is completed and immediately before turning Work over to the Owner.
- C. Remove materials and equipment which are not part of the work and all debris from the site prior to substantial completion.
  1. Remove all surplus materials which are to remain property of the Contractor; obtain the Owner's instructions as to disposition of surplus material remaining on site and deliver, store, or dispose of as directed.
  2. Remove protective coverings.
  3. Remove temporary facilities.
- D. Dispose of debris in a lawful manner.
  1. Do not burn or bury debris on the site.
  2. Do not dispose of volatile wastes in storm or sanitary drains.

- E. Perform final cleaning for entire project site and grounds after substantial completion has been certified, but before final payment. Facility to be cleaned to Owner's satisfaction.
  - 1. Broom clean paved areas.
  - 2. Remove snow and ice from building and site accesses.
  - 3. Dust all walls and ceilings.
  - 4. Sweep and wash flooring.
  - 5. Clean door and window frames and glass.
  - 6. Clean all fixtures and toilet accessories.
  
- F. Remove debris from roofs, gutters, downspouts, and roof drains.
  
- G. Remove paint and other coatings from permanent labels and from mechanical and electrical equipment nameplates. Remove all tags and stickers except those giving operating instructions or safety cautions.
  
- H. Leave the project clean and ready for occupancy.

### 3.10 PROJECT COMPLETION PROCEDURES

#### A. Substantial Completion

1. When the Prime Contractor considers the work to be substantially complete, he shall submit to the Architect.
  - a. Written notice that the work, or designated portion thereof, is substantially complete.
  - b. A list of items to be completed and/or corrected ("punch list").
  - c. Record drawings, maintenance manuals and similar final record information.
  - d. Deliver tools, spare parts, extra stock, and similar items.
  - e. Make final change-over of permanent locks and transmit keys to the Owner.
  - f. Complete start-up testing of systems, and instruction of the Owner's maintenance personnel. Discontinue or change over and remove temporary facilities from the site, along with construction tools, mock-ups and similar elements.
  - g. Complete final clean up requirements, including touch-up painting. Touch-up and otherwise repair and restore marred exposed finishes.
  
2. Within a reasonable time after receipt of such notice the Architect determines the status of completion and if necessary, shall add to the contractors punch list.
  
3. Should the Architect determine that the work is not substantially complete:
  - a. The Architect will notify the Contractor, in writing.
  - b. Contractor shall remedy the deficiencies in the work and send a second written notice of substantial completion.
  - c. The Architect will review the work.
  
4. When the Architect concurs that the work is substantially complete, he will:
  - a. Prepare a Certificate of Substantial Completion (A.I.A Form G704) accompanied by Contractor's list of items to be completed or corrected as verified and amended by the Architect.

#### B. Final Inspection

1. When the Contractor considers the work complete, submit the following to the Architect:
  - a. Written certification that Contract Documents have been reviewed, Work has been inspected and completed in accordance with Contract documents.
  - b. Statement that equipment and systems have been tested in the presence of the Owner's Representative and are operational.
  - c. Certified copy of punch lists, stating that each item has been completed or otherwise resolved for acceptance.
2. The Architect will make an inspection to verify the status of completion with reasonable promptness after receipt of such certification.
3. Should the Architect consider that work is incomplete or defective:
  - a. The Architect will promptly notify the Contractor in writing, listing the incomplete or defective work.
  - b. Contractor shall take immediate steps to remedy the stated deficiencies, and send a second written certification to the Architect that work is complete.
  - c. The Architect will re-inspect the work and re-inspection fee will be charged against his account.
4. When the Architect finds that the work is acceptable under the Contract documents, he shall request that contractor to make closeout submittals.

#### C. Reinspection Fee

1. If the Architect must perform more than two reviews due to failure of the work to comply with the claims of status of completion made by the Prime Contractor.
  - a. Owner will compensate the Architect for such additional services.
  - b. Owner will deduct the amount of such compensation from the final payment to the Contractor.

#### D. Contractor's Closeout Submittals To Architect

1. Evidence of Compliance with Requirements of Governing Authorities.
  - a. Certificate of Occupancy.
  - b. Certificates of Inspections:
    1. General Construction
    2. Mechanical
    3. Electrical
    4. Fire Marshall
2. Operating and Maintenance Data and Instructions to Owner's personnel.
3. Warranties and Bonds.
4. Spare Parts and Maintenance Materials.
5. Contractor's Affidavit of Payment and Debts and Claims (A.I.A) Form G706) and Contractor's Affidavit of Release of Liens (A.I.A Form G706A): (Forms to be secured by Contractor).
6. Final contractors or subcontractors Weekly Payroll Certifications for public works project (Pennsylvania Department of Labor & Industry, L&I Form 128 REV-588).
7. Consent of Surety Company to final payment (A.I.A. Form G707). Forms to be secured by Contractor).

E. Final Adjustment Of Accounts

1. Submit a final statement of accounting to the Architect.
2. Statement shall reflect all adjustments to the Contract Sum.
  - a. The Original Contract Sum
  - b. Additions and deductions resulting from:
    - 1) Previous Change Orders.
    - 2) Unit Prices.
    - 3) Deductions form uncorrected work.
    - 4) Deductions for liquidated damages.
    - 5) Deductions for reinspection payment.
    - 6) Other adjustments.
  - c. Total Contract Sum, as adjusted.
  - d. Previous Payments.
  - e. Sum remaining due.
3. The Architect then will prepare a Change Order, reflecting adjustments to the Contract sum which were not previously made by Change Orders.

F. Final Application For Payment

- A. Contractor shall submit the Final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contract.

END OF SECTION 017000

## SECTION 017419 - CONSTRUCTION WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
  - 1. Disposing of nonhazardous demolition and construction waste.
- B. Related Requirements:
  - 1. Section 024119 "Selective Demolition" for disposition of waste resulting from partial demolition of buildings, structures, and site improvements, and for disposition of hazardous waste.

## 1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

#### 1.4 PERFORMANCE

- A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling 50-75% (by weight) of total waste generated by the Work.

#### 1.5 INFORMATIONAL SUBMITTALS

- A. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them and the total percentage of waste diverted from landfill disposal. Include manifests, weight tickets, receipts, and invoices.

#### 1.6 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.

#### 1.7 WASTE MANAGEMENT PLAN

- A. General: Develop a waste management plan according to ASTM E 1609 and requirements in this Section. Plan shall consist of waste identification, waste reduction work plan, and cost/revenue analysis. Distinguish between demolition and construction waste. Indicate quantities by weight or volume, but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Use Form CWM-1 for construction waste and Form CWM-2 for demolition waste. Include estimated quantities and assumptions for estimates.

### PART 2 - PRODUCTS (Not Used)

### PART 3 - EXECUTION

#### 3.1 PLAN IMPLEMENTATION

- A. General: Implement approved waste management plan. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
  - 1. Comply with operation, termination, and removal requirements in Section 015000 "Temporary Facilities and Controls."
- B. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work.

1. Distribute waste management plan to everyone concerned within three days of submittal return.
  2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- C. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.
  2. Comply with Section 015000 "Temporary Facilities and Controls" for controlling dust and dirt, environmental protection, and noise control.
- D. Waste Management in Historic Zones or Areas: Hauling equipment and other materials shall be of sizes that clear surfaces within historic spaces, areas, rooms, and openings, by 12 inches (300 mm) or more.

### 3.2 DISPOSAL OF WASTE

- A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.
1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
  2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- B. Burning: Do not burn waste materials.
- C. Disposal: Remove waste materials from Owner's property and legally dispose of them.

END OF SECTION 017419

## SECTION 017823 - OPERATION AND MAINTENANCE DATA

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:
  - 1. Operation and maintenance documentation directory.
  - 2. Emergency manuals.
  - 3. Operation manuals for systems, subsystems, and equipment.
  - 4. Product maintenance manuals.
  - 5. Systems and equipment maintenance manuals.
- B. Related Requirements:
  - 1. Section 013000 "Submittal Procedures" for submitting copies of submittals for operation and maintenance manuals.

## 1.3 DEFINITIONS

- A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.
- B. Subsystem: A portion of a system with characteristics similar to a system.

## 1.4 CLOSEOUT SUBMITTALS

- A. Manual Content: Operations and maintenance manual content is specified in individual Specification Sections to be reviewed at the time of Section submittals. Submit reviewed manual content formatted and organized as required by this Section.
  - 1. Architect and Commissioning Authority will comment on whether content of operations and maintenance submittals are acceptable.
  - 2. Where applicable, clarify and update reviewed manual content to correspond to revisions and field conditions.
- B. Format: Submit operations and maintenance manuals in the following format:
  - 1. PDF electronic file. Assemble each manual into a composite electronically indexed file. Submit two copies in PDF format as acceptable to Architect.

- a. Name each indexed document file in composite electronic index with applicable item name. Include a complete electronically linked operation and maintenance directory.
  - b. Enable inserted reviewer comments on draft submittals.
- 2. One paper copy. Include a complete operation and maintenance directory. Enclose title pages and directories in clear plastic sleeves. Architect will return two copies.
- C. Initial Manual Submittal: Submit draft copy of each manual at least 30 days before commencing demonstration and training. Architect and Commissioning Authority will comment on whether general scope and content of manual are acceptable.
- D. Final Manual Submittal: Submit each manual in final form prior to requesting inspection for Substantial Completion and at least 15 days before commencing demonstration and training. Architect and Commissioning Authority will return copy with comments.
  - 1. Correct or revise each manual to comply with Architect's and Commissioning Authority's comments. Submit copies of each corrected manual within 15 days of receipt of Architect's and Commissioning Authority's comments and prior to commencing demonstration and training.

## PART 2 - PRODUCTS

### 2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

- A. Directory: Prepare a single, comprehensive directory of emergency, operation, and maintenance data and materials, listing items and their location to facilitate ready access to desired information. Include a section in the directory for each of the following:
  - 1. List of documents.
  - 2. List of systems.
  - 3. List of equipment.
  - 4. Table of contents.
- B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.
- C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.
- D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.
- E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

## 2.2 REQUIREMENTS FOR EMERGENCY, OPERATION, AND MAINTENANCE MANUALS

- A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:
1. Title page.
  2. Table of contents.
  3. Manual contents.
- B. Title Page: Include the following information:
1. Subject matter included in manual.
  2. Name and address of Project.
  3. Name and address of Owner.
  4. Date of submittal.
  5. Name and contact information for Contractor.
  6. Name and contact information for Architect.
  7. Name and contact information for Commissioning Authority.
  8. Names and contact information for major consultants to the Architect that designed the systems contained in the manuals.
  9. Cross-reference to related systems in other operation and maintenance manuals.
- C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.
1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.
- D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.
- E. Manuals, Electronic Files: Submit manuals in the form of a multiple file composite electronic PDF file for each manual type required.
1. Electronic Files: Use electronic files prepared by manufacturer where available. Where scanning of paper documents is required, configure scanned file for minimum readable file size.
  2. File Names and Bookmarks: Enable bookmarking of individual documents based on file names. Name document files to correspond to system, subsystem, and equipment names used in manual directory and table of contents. Group documents for each system and subsystem into individual composite bookmarked files, then create composite manual, so that resulting bookmarks reflect the system, subsystem, and equipment names in a readily navigated file tree. Configure electronic manual to display bookmark panel on opening file.

- F. Manuals, Paper Copy: Submit manuals in the form of hard copy, bound and labeled volumes.
1. Binders: Heavy-duty, three-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch (215-by-280-mm) paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.
    - a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    - b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents, and indicate Specification Section number on bottom of spine. Indicate volume number for multiple-volume sets.
  2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section of the manual. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
  3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software storage media for computerized electronic equipment.
  4. Supplementary Text: Prepared on 8-1/2-by-11-inch (215-by-280-mm) white bond paper.
  5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.
    - a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.
    - b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

## 2.3 EMERGENCY MANUALS

- A. Content: Organize manual into a separate section for each of the following:
1. Type of emergency.
  2. Emergency instructions.
  3. Emergency procedures.
- B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:
1. Fire.
  2. Flood.
  3. Gas leak.
  4. Water leak.
  5. Power failure.
  6. Water outage.

7. System, subsystem, or equipment failure.
  8. Chemical release or spill.
- C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.
- D. Emergency Procedures: Include the following, as applicable:
1. Instructions on stopping.
  2. Shutdown instructions for each type of emergency.
  3. Operating instructions for conditions outside normal operating limits.
  4. Required sequences for electric or electronic systems.
  5. Special operating instructions and procedures.

## 2.4 OPERATION MANUALS

- A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:
1. System, subsystem, and equipment descriptions. Use designations for systems and equipment indicated on Contract Documents.
  2. Performance and design criteria if Contractor has delegated design responsibility.
  3. Operating standards.
  4. Operating procedures.
  5. Operating logs.
  6. Wiring diagrams.
  7. Control diagrams.
  8. Piped system diagrams.
  9. Precautions against improper use.
  10. License requirements including inspection and renewal dates.
- B. Descriptions: Include the following:
1. Product name and model number. Use designations for products indicated on Contract Documents, and included in the processed submittals.
  2. Manufacturer's name.
  3. Equipment identification with serial number of each component.
  4. Equipment function.
  5. Operating characteristics.
  6. Limiting conditions.
  7. Performance curves.
  8. Engineering data and tests.
  9. Complete nomenclature and number of replacement parts.
- C. Operating Procedures: Include the following, as applicable:
1. Startup procedures.
  2. Equipment or system break-in procedures.
  3. Routine and normal operating instructions.

4. Regulation and control procedures.
  5. Instructions on stopping.
  6. Normal shutdown instructions.
  7. Seasonal and weekend operating instructions.
  8. Required sequences for electric or electronic systems.
  9. Special operating instructions and procedures.
- D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.
- E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

## 2.5 PRODUCT MAINTENANCE MANUALS

- A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.
- B. Source Information: List each product included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Product Information: Include the following, as applicable:
1. Product name and model number.
  2. Manufacturer's name.
  3. Color, pattern, and texture.
  4. Material and chemical composition.
  5. Reordering information for specially manufactured products.
- D. Maintenance Procedures: Include manufacturer's written recommendations and the following:
1. Inspection procedures.
  2. Types of cleaning agents to be used and methods of cleaning.
  3. List of cleaning agents and methods of cleaning detrimental to product.
  4. Schedule for routine cleaning and maintenance.
  5. Repair instructions.
- E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.
- F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.
1. Include procedures to follow and required notifications for warranty claims.

## 2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUALS

- A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.
- B. Source Information: List each system, subsystem, and piece of equipment included in manual, identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual and drawing or schedule designation or identifier where applicable.
- C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:
  - 1. Standard maintenance instructions and bulletins.
  - 2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
  - 3. Identification and nomenclature of parts and components.
  - 4. List of items recommended to be stocked as spare parts.
- D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:
  - 1. Test and inspection instructions.
  - 2. Troubleshooting guide.
  - 3. Precautions against improper maintenance.
  - 4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - 5. Aligning, adjusting, and checking instructions.
  - 6. Demonstration and training video recording, if available.
- E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.
  - 1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
  - 2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.
- F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.
- G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.
- H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

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

### PART 3 - EXECUTION

#### 3.1 MANUAL PREPARATION

- A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.
- B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.
- C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.
- D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.
  1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.
  2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.
- E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.
  1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.
- F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in record Drawings to ensure correct illustration of completed installation.
  1. Do not use original project record documents as part of operation and maintenance manuals.
  2. Comply with requirements of newly prepared record Drawings in Section 017839 "Project Record Documents."
- G. Comply with Section 017700 "Closeout Procedures" for schedule for submitting operation and maintenance documentation.

END OF SECTION 017823

## SECTION 017900 - DEMONSTRATION AND TRAINING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

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

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for instructing Owner's personnel, including the following:
  - 1. Demonstration of operation of systems, subsystems, and equipment.
  - 2. Training in operation and maintenance of systems, subsystems, and equipment.
  - 3. Demonstration and training video recordings.
- B. Unit Price for Instruction Time: Length of instruction time will be measured by actual time spent performing demonstration and training in required location. No payment will be made for time spent assembling educational materials, setting up, or cleaning up. See requirements in Section 012200 "Unit Prices."

## 1.3 INFORMATIONAL SUBMITTALS

- A. Instruction Program: Submit outline of instructional program for demonstration and training, including a list of training modules and a schedule of proposed dates, times, length of instruction time, and instructors' names for each training module. Include learning objective and outline for each training module.
  - 1. Indicate proposed training modules using manufacturer-produced demonstration and training video recordings for systems, equipment, and products in lieu of video recording of live instructional module.
- B. Qualification Data: For facilitator, instructor, videographer.
- C. Attendance Record: For each training module, submit list of participants and length of instruction time.
- D. Evaluations: For each participant and for each training module, submit results and documentation of performance-based test.

## 1.4 CLOSEOUT SUBMITTALS

- A. Demonstration and Training Video Recordings: Submit two copies within seven days of end of each training module.

1. Identification: On each copy, provide an applied label with the following information:
  - a. Name of Project.
  - b. Name and address of videographer.
  - c. Name of Architect.
  - d. Name of Contractor.
  - e. Date of video recording.
2. Transcript: Prepared and bound in format matching operation and maintenance manuals. Mark appropriate identification on front and spine of each binder. Include a cover sheet with same label information as the corresponding video recording. Include name of Project and date of video recording on each page.
3. Transcript: Prepared in PDF electronic format. Include a cover sheet with same label information as the corresponding video recording and a table of contents with links to corresponding training components. Include name of Project and date of video recording on each page.
4. At completion of training, submit complete training manual(s) for Owner's use prepared and bound in format matching operation and maintenance manuals and in PDF electronic file format on compact disc.

#### 1.5 QUALITY ASSURANCE

- A. Facilitator Qualifications: A firm or individual experienced in training or educating maintenance personnel in a training program similar in content and extent to that indicated for this Project, and whose work has resulted in training or education with a record of successful learning performance.
- B. Instructor Qualifications: A factory-authorized service representative, complying with requirements in Section 014000 "Quality Requirements," experienced in operation and maintenance procedures and training.
- C. Videographer Qualifications: A professional videographer who is experienced photographing demonstration and training events similar to those required.
- D. Preinstruction Conference: Conduct conference at Project site to comply with requirements in Section 013100 "Project Management and Coordination." Review methods and procedures related to demonstration and training including, but not limited to, the following:
  1. Inspect and discuss locations and other facilities required for instruction.
  2. Review and finalize instruction schedule and verify availability of educational materials, instructors' personnel, audiovisual equipment, and facilities needed to avoid delays.
  3. Review required content of instruction.
  4. For instruction that must occur outside, review weather and forecasted weather conditions and procedures to follow if conditions are unfavorable.

#### 1.6 COORDINATION

- A. Coordinate instruction schedule with Owner's operations. Adjust schedule as required to minimize disrupting Owner's operations and to ensure availability of Owner's personnel.

- B. Coordinate instructors, including providing notification of dates, times, length of instruction time, and course content.
- C. Coordinate content of training modules with content of approved emergency, operation, and maintenance manuals. Do not submit instruction program until operation and maintenance data has been reviewed and approved by Architect.

## PART 2 - PRODUCTS

### 2.1 INSTRUCTION PROGRAM

- A. Program Structure: Develop an instruction program that includes individual training modules for each system and for equipment not part of a system, as required by individual Specification Sections.
- B. Training Modules: Develop a learning objective and teaching outline for each module. Include a description of specific skills and knowledge that participant is expected to master. For each module, include instruction for the following as applicable to the system, equipment, or component:
  - 1. Basis of System Design, Operational Requirements, and Criteria: Include the following:
    - a. System, subsystem, and equipment descriptions.
    - b. Performance and design criteria if Contractor is delegated design responsibility.
    - c. Operating standards.
    - d. Regulatory requirements.
    - e. Equipment function.
    - f. Operating characteristics.
    - g. Limiting conditions.
    - h. Performance curves.
  - 2. Documentation: Review the following items in detail:
    - a. Emergency manuals.
    - b. Operations manuals.
    - c. Maintenance manuals.
    - d. Project record documents.
    - e. Identification systems.
    - f. Warranties and bonds.
    - g. Maintenance service agreements and similar continuing commitments.
  - 3. Emergencies: Include the following, as applicable:
    - a. Instructions on meaning of warnings, trouble indications, and error messages.
    - b. Instructions on stopping.
    - c. Shutdown instructions for each type of emergency.
    - d. Operating instructions for conditions outside of normal operating limits.
    - e. Sequences for electric or electronic systems.
    - f. Special operating instructions and procedures.

4. Operations: Include the following, as applicable:
  - a. Startup procedures.
  - b. Equipment or system break-in procedures.
  - c. Routine and normal operating instructions.
  - d. Regulation and control procedures.
  - e. Control sequences.
  - f. Safety procedures.
  - g. Instructions on stopping.
  - h. Normal shutdown instructions.
  - i. Operating procedures for emergencies.
  - j. Operating procedures for system, subsystem, or equipment failure.
  - k. Seasonal and weekend operating instructions.
  - l. Required sequences for electric or electronic systems.
  - m. Special operating instructions and procedures.
  
5. Adjustments: Include the following:
  - a. Alignments.
  - b. Checking adjustments.
  - c. Noise and vibration adjustments.
  - d. Economy and efficiency adjustments.
  
6. Troubleshooting: Include the following:
  - a. Diagnostic instructions.
  - b. Test and inspection procedures.
  
7. Maintenance: Include the following:
  - a. Inspection procedures.
  - b. Types of cleaning agents to be used and methods of cleaning.
  - c. List of cleaning agents and methods of cleaning detrimental to product.
  - d. Procedures for routine cleaning
  - e. Procedures for preventive maintenance.
  - f. Procedures for routine maintenance.
  - g. Instruction on use of special tools.
  
8. Repairs: Include the following:
  - a. Diagnosis instructions.
  - b. Repair instructions.
  - c. Disassembly; component removal, repair, and replacement; and reassembly instructions.
  - d. Instructions for identifying parts and components.
  - e. Review of spare parts needed for operation and maintenance.

## PART 3 - EXECUTION

### 3.1 PREPARATION

- A. Assemble educational materials necessary for instruction, including documentation and training module. Assemble training modules into a training manual organized in coordination with requirements in Section 017823 "Operation and Maintenance Data."
- B. Set up instructional equipment at instruction location.

### 3.2 INSTRUCTION

- A. Facilitator: Engage a qualified facilitator to prepare instruction program and training modules, to coordinate instructors, and to coordinate between Contractor and Owner for number of participants, instruction times, and location.
- B. Engage qualified instructors to instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
  - 1. Architect will furnish an instructor to describe basis of system design, operational requirements, criteria, and regulatory requirements.
  - 2. Owner will furnish an instructor to describe Owner's operational philosophy.
  - 3. Owner will furnish Contractor with names and positions of participants.
- C. Scheduling: Provide instruction at mutually agreed on times. For equipment that requires seasonal operation, provide similar instruction at start of each season.
  - 1. Schedule training with Owner, through the Architect, with at least seven days' advance notice.
- D. Training Location and Reference Material: Conduct training on-site in the completed and fully operational facility using the actual equipment in-place. Conduct training using final operation and maintenance data submittals.
- E. Evaluation: At conclusion of each training module, assess and document each participant's mastery of module by use of an oral and a demonstration performance-based test.
- F. Cleanup: Collect used and leftover educational materials and give to Owner. Remove instructional equipment. Restore systems and equipment to condition existing before initial training use.

### 3.3 DEMONSTRATION AND TRAINING VIDEO RECORDINGS

- A. General: Engage a qualified commercial videographer to record demonstration and training video recordings. Record each training module separately. Include classroom instructions and demonstrations, board diagrams, and other visual aids, but not student practice.
  - 1. At beginning of each training module, record each chart containing learning objective and lesson outline.

- B. Video: Provide minimum 640 x 480 video resolution converted to format file type acceptable to Owner, on electronic media.
1. Electronic Media: Read-only format compact disc acceptable to Owner, with commercial-grade graphic label.
  2. File Hierarchy: Organize folder structure and file locations according to project manual table of contents. Provide complete screen-based menu.
  3. File Names: Utilize file names based upon name of equipment generally described in video segment, as identified in Project specifications.
  4. Contractor and Installer Contact File: Using appropriate software, create a file for inclusion on the Equipment Demonstration and Training DVD that describes the following for each Contractor involved on the Project, arranged according to Project table of contents:
    - a. Name of Contractor/Installer.
    - b. Business address.
    - c. Business phone number.
    - d. Point of contact.
    - e. E-mail address.
- C. Recording: Mount camera on tripod before starting recording, unless otherwise necessary to adequately cover area of demonstration and training. Display continuous running time.
1. Film training session(s) in segments not to exceed 15 minutes.
    - a. Produce segments to present a single significant piece of equipment per segment.
    - b. Organize segments with multiple pieces of equipment to follow order of Project Manual table of contents.
    - c. Where a training session on a particular piece of equipment exceeds 15 minutes, stop filming and pause training session. Begin training session again upon commencement of new filming segment.
- D. Light Levels: Verify light levels are adequate to properly light equipment. Verify equipment markings are clearly visible prior to recording.
1. Furnish additional portable lighting as required.
- E. Narration: Describe scenes on video recording by dubbing audio narration off-site after video recording is recorded. Include description of items being viewed.
- F. Transcript: Provide a transcript of the narration. Display images and running time captured from videotape opposite the corresponding narration segment.
- G. Preproduced Video Recordings: Provide video recordings used as a component of training modules in same format as recordings of live training.

END OF SECTION 017900

## SECTION 018000 - PROJECT RECORD DOCUMENTS

### PART 1 - GENERAL

#### 1.1 REFERENCE TO OTHER PROJECT MANUAL SECTIONS

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

#### 1.2 SUMMARY

- A. Section Includes Project Record drawings.
- B. Refer to Construction Procedures (project completion procedures) in Division 1.

#### 1.3 SUBMITTALS

- A. Project Record Documents: Submit prior to substantial completion.
  - 1. Record drawings: Submit in form of PDF As-BUILTS.
    - a. Submit original marked-up print set.
    - b. Sets shall include all drawings, whether changed or not.

### PART 2 - PRODUCTS (NOT USED)

### PART 3 - EXECUTION

#### 3.1 MAINTENANCE OF PROJECT RECORD DOCUMENTS

- A. Do not use record documents of any type for construction purposes.
- B. Maintain record documents in a secure location at the site while providing for access by the Contractor and the Architect during normal working hours.
- C. Record information as soon as possible after it is obtained.
- D. Assign a person or persons responsible for maintaining record documents.
- E. Record the following types of information on all applicable record documents:
  - 1. Dimensional changes.
  - 2. New and revised details.
  - 3. Depths of foundations.
  - 4. Actual routings of piping and conduits.
  - 5. Locations of utilities concealed in construction or underground.
  - 6. Particulars on concealed products which will not be easy to identify later.
  - 7. Changes made by modifications to the contract; note identification numbers if applicable.
  - 8. New information which may be useful to the Owner, but which was not shown in either the contract documents or submittals.

### 3.2 RECORD DRAWINGS

- A. Contractor shall maintain a complete set of opaque prints of the contract drawings, marked to show changes which occur due to his work.
- B. Where the actual work differs from that shown on the drawings, mark this set to show the actual work.
  - 1. Mark location of concealed items before they are covered by other work.
  - 2. Mark either record contract drawings or shop drawings, whichever are best suited to show the change.
- C. When the Contractor is required by a provision of a modification to prepare a new drawing, rather than to revise existing drawings, obtain instructions from the Architect as to the drawing scale and information required.
- D. Keep drawings in labelled, bound sets. Incorporate new drawings into existing sets, as they are issued.
- E. Contractor shall retain one (1) set of the prints from the contract drawings provided for transferring and recording all changes to the contracted work including differences in actual existing conditions and new work installed.
- F. Where record drawings are also required as part of operation and maintenance data submittals, make copies from the original record drawing set.

### 3.3 TRANSMITTAL TO OWNER

- A. Collect, organize, and label for reference.
  - 1. Bind print sets with durable paper covers.
  - 2. Label each document (and each sheet of drawings) with "PROJECT RECORD DOCUMENTS - This document has been prepared using information furnished by \_\_\_\_\_" [insert the Contractor's name], and the date of preparation.
- B. Submit to the Architect for transmittal to the Owner, unless otherwise indicated.

END OF SECTION 018000

## SECTION 019000- SPECIAL REQUIREMENTS

## PART 1 - GENERAL

## 1.1 REFERENCE TO OTHER PROJECT MANUAL SECTIONS

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

## 1.2 DEFINITIONS OF TERMS: Shall be as follows:

- A. Owner: Marple Newtown School District, 40 Media Line Road, Newtown Square, PA 19073 shall also be herein referred to as "School District".
- B. Architect: BONNETT MEDICA ASSOCIATES INCORPORATED, 1242 West Chester Pike, Upper Floor, Suite 11, West Chester, PA 19382 retained by OWNER to prepare Bidding Documents and perform other services as required by OWNER. Responsibility of BONNETT MEDICA ASSOCIATES INCORPORATED is directly to OWNER and they shall not be party to Contract in any way or form.
- C. Contractor: Contractor for Work defined in SUMMARY OF THE WORK, Section 01010 and referred to throughout Contract Documents as Contractor, Subcontractor, Subcontractor's Subcontractor, or Materials Supplier.

## 1.3 GLOSSARY OF TERMS

- A. Abbreviations for names of technical societies, organizations and agencies referenced by Contract Documents shall be interpreted as follows:

AA	The Aluminum Association
AAA	American Arbitration Association
AABC	Associated Air Balance Council
AAMA	Architectural Aluminum Manufacturers Association
AAN	American Association of Nurserymen, Inc.
AASHO	American Association of State Highway Officials
ACI	American Concrete Institute
ACI	American Carpet Institute
ACPA	American Concrete Pipe Association
ACPA	American Concrete Paving Association
ACS	American Chemical Society
AFMA	Access Floor Manufacturers Association
AGA	American Gas Association
AGC	Associated General Contractors of America
AHDGA	American Hot-Dip Galvanizers Association
AI	The Asphalt Institute
AIA	American Institute of Architects
AIA	American Insurance Association
AIEE	American Institute of Electrical Engineers
AIMA	Acoustical and Insulating Materials Association (Formerly Acoustical Materials Association AMA)
AISC	American Institute of Steel Construction, Inc.
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
AJCHN	American Joint Committee on Horticultural Nomenclature

ANSI	American National Standards Institute (Formerly United States of America Standards Association USAS and American Standards Association ASA)
AOCA	Association of Official Agricultural Chemists
APA	American Parquet Association, Inc.
APA	American Plywood Association
API	American Petroleum Institute
APWA	American Public Works Association
ARBA	American Road Builders Association
AREA	American Railroad Engineers Association
ASA	Acoustical Society of America
ASAHC	American Society of Architectural Hardware Consultants
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AVATI	Asphalt and Vinyl Asbestos Tile Institute
AWC	American Wood Council
AWMA	American Walnut Manufacturers Association
AWPA	The American Wood Preservers' Association
AWPI	American Wood Preservers' Institute
AWS	American Welding Society, Inc.
AWWA	American Water Works Association
BOCA	Building Officials Conference of America, Inc.
BRI	Building Research Institute
BSI	Building Stone Institute
CBM	Certified Ballast Manufacturers
CLFMI	Chain Line Fence Manufacturers Institute
CPI	Clay Pipe Institute
CRSI	Concrete Reinforcing Steel Institute
CRA	California Redwood Association
CRI	Carpet and Rug Institute
CS	Commercial Standards (U.S. Gov't.)
CSI	Construction Specifications Institute
EEI	Edison Electric Institute
EIA	Electronics Industries Association
EJMA	Expansion Joint Manufacturers Association
ETL	Electrical Testing Laboratories, Inc.
FGJA	Flat Glass Jobbers Association
FGMA	Flat Glass Marketing Association
FIA	Factory Insurance Association
FM	Factory Mutual
FS	Federal Specifications (U.S. Gov't.)
FTI	Facing Tile Institute
GA	Gypsum Association
GDCA	Gypsum Drywall Contractors Association
GDCI	Gypsum Drywall Contractors International
GRDF	Gypsum Roof Deck Foundation
HPACCNA	Heating, Piping and Air Conditioning Contractors National Association
HPMA	Hardwood Plywood Manufacturers Association
HRE	Highway Research Board
IBI	Insulation Board Institute
ICBO	International Conference of Building Officials
IEEE	Institute of Electrical and Electronic Engineers
IES	Illuminating Engineering Society
ILIA	Indiana Limestone Institute of America, Inc.

IPCEA	Insulated Power Cable Engineers Association
ITE	Institute of Traffic Engineers
LAPA	Lightweight Aggregate Producers Association
LIA	Lead Industries Association, Incorporated
MFMA	Maple Flooring Manufacturers Association
MIA	Marble Institute of America
MLA	Metal Lath Association
MLMA	Metal Lath Manufacturers Association
M-SI	Mo-Sai Institute, Inc.
MSS	Manufacturers Standardization Society
NAAMM	National Association of Architectural Metal Manufacturers
NAFM	National Association of Architectural Metal Manufacturers
NBHA	National Builders Hardware Association
NBS	National Bureau of Standards (U.S. Gov't.)
NCMA	National Concrete Masonry Association
NCPWB	National Certified Pipe Welding Bureau
NEC	National Electric Code
NECA	National Electrical Contractors Association
NEMA	National Electrical Manufacturers Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association
NLA	National Lime Association
NLI	National Limestone Institute
NOFMA	National Oak Flooring Manufacturers Association
NPA	National Particle board Association
NSA	National Slag Association
NSF	National Sanitary Foundation
NRMCA	National Ready Mixed Concrete Association
NTMA	National Terrazzo and Mosaic Foundation
NWMA	National Woodwork Manufacturers Association
NSPE	National Society of Professional Engineers
OSHA	Occupational Safety and Health Administration, U.S. Dept. of Labor
PCA	Portland Cement Association
PCI	Prestressed Concrete Institute
PDCA	Painting and Decorating Contractors of America
PEI	Porcelain Enamel Institute
PI	Perlite Institute, Incorporated
PPT	Piping Promotional Trust
RCSB	Red Cedar Shingle and Hand Split Shake Bureau
SBC	Southern Building Code
SBTMA	Southern Brick and Tile Manufacturers Association
SCPI	Structural Clay Products Institute
SDI	Steel Deck Institute
SDI	Steel Door Institute
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SPA	Southern Pine Association
SPIB	Southern Pine Inspection Bureau
SJI	Steel Joint Institute
SSPC	Steel Structures Painting Council
SWAP	Society of American Wood Preservers
SWI	Steel Window Institute
TCA	Tile Council of America, Inc.
UL	Underwriters Laboratories, Inc.
USDA	U. S. Dept. of Agriculture
WCLA	West Coast Lumberman's Association

WCLB	West Coast Lumber Inspection Bureau
WFI	Wood Flooring Institute of America
WIC	Woodwork Institute of California
WRCLA	Western Red Cedar Lumber Association
WWPA	Western Wood Products Association
WWPA	Woven Wire Products Association

#### 1.4 LAYOUT

- A. Contractor shall be responsible for correctness of all measurements. Differences between Drawings and field conditions must be submitted to The Architect before proceeding with Work.

#### 1.5 EXISTING CONDITIONS

- A. Contractor and/or subcontractors must review Drawings and Project Manual for their own Work as well as that of other trades and visit the Site to observe conditions. No extra payments shall be permitted for failure of Contractors to have knowledge of existing conditions regardless of whether or not existing pipes, conduits, etc., are specifically shown on Drawings, or references concerning same are stated in Project Manual.

#### 1.6 EXAMINATION OF PREPARATORY WORK

- A. Before starting Work, Contractor and Subcontractors shall carefully examine all preparatory Work that has been executed to receive this Work. Check carefully, by whatever means are required, to ensure that Work of this Section and adjacent related Work will finish to proper contours, planes and levels. Promptly notify The Architect, any defects or imperfections in preparatory Work which will, in any way, affect satisfactory completion of this Work. Absence of such notification will be construed as an acceptance of preparatory Work and later claims of defects therein will not be recognized.
- B. Under no circumstances shall Work of a Section proceed prior to preparatory Work having been completed, cured, dried and/or otherwise made satisfactory to receive this Work. Responsibility for timely installation of all materials rests solely with Contractor, who shall maintain coordination at all times.

#### 1.7 MEASUREMENTS

- A. Obtain measurements from parties responsible for other sections of Work and as soon as possible take necessary field measurements and field check dimensions previously obtained so that various parts of Work will fit.

#### 1.8 NOMINAL SIZES

- A. Throughout the Project Manual and in notes on Drawings, references are made to nominal, not actual, sizes of commercial materials, such as "4 inch Block", "2 x 4 lumber", "8 inch channels", "12 inch pipe", etc. In all such cases, supply materials in commercial sizes in accordance with recognized standard as intended. Only if accurately dimensioned, or if particularly specified, shall sizes other than usual commercial sizes be required.

#### 1.9 OPENINGS AND ACCESS

- A. General Contractor shall provide adequate means of access into building from outside wherever provisions may be necessary for removal of materials and bringing in materials or equipment.
- B. General Contractor shall provide all openings, recesses, and chases in building construction, with lintels where required, necessary for installation of general construction.

- C. Each Prime contractor shall be responsible for cutting, patching, and supports related to their work, except as otherwise indicated. Prime contractors shall utilize tradesmen qualified to perform the cutting, patching and support work required.

#### 1.10 PATCHING PUBLICLY-OWNED FACILITIES

- A. Except for new work required by the Contract Documents, existing publicly-owned structures, facilities, streets, curbs, walks, etc., that are damaged or removed due to required excavations, or other construction Work, shall be patched, repaired or replaced and left in original state to the satisfaction of OWNER, ARCHITECT and authorities having jurisdiction thereover. In the event that such authorities require patching and repairing to be done with their own labor and materials, abide by such regulations and include costs for such Work.

#### 1.11 MUTUAL COORDINATION OF TRADES

- A. Contractor and all subcontractors responsible for Work defined by individual Sections of the Specifications shall, jointly and severally, coordinate their various sections of Work as to scheduling, installation procedures, shop drawings and installation of all related materials, so that Work is compatible with other Contractors and does not interfere with Owner's operations.
- B. Responsibility for enforcing coordination requirements and close adherence to time schedules rests with each Contractor.

#### 1.12 REFERENCE STANDARDS AND INDUSTRY SPECIFICATIONS

- A. Unless otherwise specified, any material or operation specified by reference to published specifications of a manufacturer, society, association, code or other published standard, shall comply with requirements of listed document which is current on date of receipt of bids. In case of a conflict between referenced document and Project Manual, Project Manual shall govern. In case of a conflict between referenced documents, one having more stringent requirements shall govern.
- B. Furnish, when requested by Owner or Architect, an affidavit from manufacturer certifying that materials or products delivered to Project meet requirements specified. Such affidavit shall not relieve Contractor from responsibility of complying with any added requirement of Project Manual.
- C. When referenced Standard or Industry Specification is mentioned, obtain copies of such Standard or Specification before starting operations. All personnel in charge of operations to be performed in accordance with such Standards or Specifications will be held to have acquainted themselves with all such documents insofar as they may be applicable to Work.
- D. In order to define requirements for quality, function, size, gauge, grade and color, etc. Project Manual has been written to describe materials and/or products of first-named manufacturer. This is not intended to preclude possible acceptance and use of equivalent items of other manufacturers named, but only with prior acceptance of The Architect as specified in Product Requirements, Section 016000.

#### 1.13 MATERIALS AND EQUIPMENT

- A. Where no specific kind, make or quality of material is given, a first-class standard article as accepted by Owner and Architect shall be furnished.
- B. Where any specific material, process, method of construction, or manufactured article is specified by name or by reference to catalog number of a manufacturer, Project Manual is to be used as a guide and is not intended to take precedence over basic duty and performance specified or noted on

Drawings. In all cases, Contractor shall verify duty specified with specific characteristics of equipment offered for approval. Where materials or makes are specified and where words "or equivalent" or "approved equivalent" are not used, only makes specified shall be furnished and installed.

#### 1.14 SUBSTITUTION OF EQUIPMENT AND MATERIAL

- A. As specified in Product Requirements Section 016000.

#### 1.15 CONTRACTOR'S PERSONNEL

- A. Contractor shall give Work such qualified field supervision and direction as it may require.
- B. Each Subcontractor shall have a competent foreman on the job at all times.
- C. If any personnel of Contractor or subcontractor performs or conducts himself in a manner which is detrimental to Project, Owner reserves right to request such personnel be removed from Project.

#### 1.16 THEFT

- A. Items stolen or damaged at Site after payment by Owner before or after installation by Contractor, remains responsibility of Contractor until final project acceptance by Owner.

#### 1.17 OWNER'S EXISTING ACTIVITIES

- A. All personnel, equipment, materials and debris of Contractor, subcontractors, materialmen shall remain clear of Owner's occupancy on site including streets, driveways, parking areas and yards and exit ways. Owner shall be given 48 hours notice prior to any service shutdown or access blockage.

#### 1.18 CLEAN-UP

- A. Clean-up and housekeeping of site is responsibility of each prime Contractor and subcontractors. All combustible type items must be removed from building on a daily basis. All trash, debris, and dirt must be cleaned up within a reasonable period of time and removed from job site at no additional charge or inconvenience to Owner. Owner has right to have this enforced, upon written notice to Contractor, by obtaining third party trash services and backcharging Contractor if removal is not being maintained in a reasonable manner.

END OF SECTION 019000

## SECTION 019500- CONSTRUCTION SUPERINTENDENT

## PART 1 - GENERAL

## 1.1 REFERENCE TO OTHER PROJECT MANUAL SECTIONS

- A. Drawings and general provisions of the Contract, including General, Special and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.
- B. All Prime Contractors shall provide a Construction Superintendent, as defined in this Section, for the work under their contract. The Construction Superintendent shall be a full time representative of the Prime contractor. The Construction Superintendent shall devote his/her full attention to the administration and coordination of the work of the prime contract and shall not spend time as a journeyman, mechanic or tradesperson, completing the actual construction work of the prime contract.

## 1.2 SCOPE OF WORK

- A. Listed below is the general description of the duties of a full time Construction Superintendent for this Project.
- B. Duties of the Construction Superintendent:
  - 1. Coordinate field personnel and be responsible for compliance with contractual requirements, governing authorities and safety regulations.
  - 2. Provide overall detailed C.P.M. construction schedule including project start and completion dates for trade, including: shop drawing submissions, material delivery dates, and installation duration for each activity.
  - 3. Supervise, direct and coordinate the progress of the various subcontractors performing the construction work to insure timely and efficient construction. Attend coordination meetings weekly.
  - 4. Provide continuous on-site inspection to ensure that the work is being performed in accordance with the construction documents and construction debris is removed from premises.
  - 5. Expedite deliveries of material and equipment, submissions of shop drawings, samples, construction drawings and schedules to insure efficient progress.
  - 6. Administer labor relations problems as required.
  - 7. Arrange for construction inspections and testing services, as required.
  - 8. Coordinate and schedule all field testing, witness tests, record findings and distribute reports.

9. Administer construction on a full time basis including extended hours and/or weekends as required to meet projected construction schedule.
10. Update construction network schedule showing critical dates for the various trades of the project and interface between construction contracts, occurring concurrently. Implement and continue to revise schedule periodically, submitting copies to the Owner and Architect.
11. Direct field personnel to location of project work according to trade sequence to meet target schedule dates.
12. Maintain records of contracts, bulletins, change orders, shop drawings, surveys, reports, studies, meetings, site visits, inspections, and communications.
13. Maintain a record set of as-built changes to the Contract Documents.
14. Maintain daily records indicating site visitors, material deliveries, number of men in each trade, location and description of work being performed, weather conditions, etc. and or reason for work stoppage or delay, if any. On a daily basis, this information shall be recorded on the Daily Work Report 006019 provided in the Project Manual and submitted electronically to the Architect on a daily basis.
15. Coordinate Bulletin and Change requests. Obtain cost information. Record existing conditions which may result in a credit or additional cost to the construction contract.
16. Administer site clean-up, construction safety program, and work area access; maintain field office and sanitary facilities; and coordinate and verify building conditions, equipment, materials and site security and protection in accordance other sections in Division 1.
17. Obtain permits, licenses and certificates, Act 34, 114 and 151 clearances, Certified Payrolls, legally required for construction work.
18. Coordinate project design and maintain daily contact with the Architect during the construction period.
19. Assist with the preparation of a Punch List of Work, prior to Substantial Completion and coordinate and expedite the completion of the Work.
20. Coordinate assembly of operating manuals, equipment manuals, guarantees, releases, certificates and as-built drawings for delivery to the Owner and Architect.

END OF SECTION 019500