

TOWNSHIP OF LOWER MERION

SPECIFICATIONS

FOR

**GLADWYNE FIRE COMPANY
APRON & ENGINE ROOM FLOOR REPAIRS**

CONTRACT NUMBER:

26-18-4405

ISSUED BY:

DEPARTMENT OF FINANCE

TOWNSHIP OF LOWER MERION

**ERNIE B. MCNEELY
TOWNSHIP MANAGER**

**ADAM M. SZUMSKI
CHIEF FINANCIAL OFFICER**

CHECKLIST

AVOID COMMON ERRORS

HAVE YOU COMPLETED THE FOLLOWING?

EXHIBIT A

1. COMPLETED VARIANCE FORM, IF APPLICABLE?
2. COMPLETED BID SHEET
 - A. INCLUDING UNIT PRICES, IF APPLICABLE?
 - B. INCLUDED PROPER DESCRIPTION OF ITEMS TO BE FURNISHED, IF APPLICABLE?
3. COMPLETED PARAGRAPH 7 FOR “A SOLE OWNER OR PARTNERSHIP”, IF APPLICABLE?
4. COMPLETED PARAGRAPH 8 FOR “A CORPORATION, IF APPLICABLE?”
 - A. AFFIXED A CORPORATE SEAL?
 - B. OBTAINED SIGNATURE OF PRESIDENT OR VICE PRESIDENT?
 - C. OBTAINED SIGNATURE OF SECRETARY OR TREASURER?
 - D. INCLUDED CORPORATE RESOLUTION, IF APPLICABLE?
5. ATTACH MINORITY/WOMEN BUSINESS ENTERPRISES (MBE/WBE) STATE CERTIFICATE, IF APPLICABLE?

EXHIBIT B

6. HAVE YOU READ EXHIBIT “B” AND UNDERSTAND THE GENERAL CONDITIONS, INCLUDING SURETY BONDS REQUIREMENTS AND REVIEW ENCLOSED SAMPLE FORMS?

EXHIBIT C

7. ENCLOSED NON-COLLUSION AFFIDAVIT OF PRIME BIDDER?
8. ENCLOSED EMPLOYMENT VERIFICATION FORM?

EXHIBIT D AND PLANS

9. HAVE YOU REVIEWED PLANS AND READ EXHIBIT “D”, AND UNDERSTAND THE SCOPE OF WORK?

CHECKLIST

EXHIBIT E

10. HAVE YOU READ EXHIBIT “E” AND UNDERSTAND THE SPECIAL CONDITIONS AND WAGE REQUIREMENTS?

EXHIBIT F

11. FOR CONSTRUCTION AND SERVICES CONTRACTS: ENCLOSED STATEMENT OF BIDDER’S QUALIFICATIONS?

EXHIBIT G

12. ENCLOSED INSURANCE CHECKLIST SIGNED BY CONTRACTOR’S AUTHORIZED REPRESENTATIVE AND INSURANCE AGENT **OR** CURRENT CERTIFICATE OF INSURANCE (COI) AS PROOF OF COVERAGE?

A. NOTE, AMENDING COI TO INCLUDE THIS PROJECT IS NOT REQUIRED UNTIL CONTRACT EXECUTION FOR AWARDED CONTRACTOR(S)

TOWNSHIP OF LOWER MERION

I N D E X

- Advertisement for Bids
- Proposal - Exhibit “A”
- General Conditions - Exhibit “B”
- Instructions to Bidders - Exhibit “C”
 - Non-Collusion Affidavit of Prime Bidder
 - Employment Verification Form
- Detailed Specifications - Exhibit “D”
- Special Conditions - Exhibit “E”
 - Prevailing Minimum Wage Determination
- Statement of Bidders Qualification – Exhibit “F”
- Insurance Checklist – Exhibit “G”
- Contract Form
- Bond Forms
 - Labor and Materials
 - Maintenance
 - Performance
- Construction Phase Forms
 - Contractor’s Release
 - Consent of Surety
- Plans
- Addendum issued during bidding if needed

ADVERTISEMENT FOR BIDS

1. Notice is provided by the Township Secretary that sealed proposals will be received by the Township of Lower Merion for the following:

Gladwyne Fire Company Apron & Engine Room Floor Repairs
Contract Number: 26-18-4405
Single Prime: General Construction
2. Sealed proposals shall be submitted online via the PennBid Program (<https://pennbid.bonfirehub.com>).
3. Proposals will be received until 11 am, prevailing time, June 18, 2026 at which time they will be publicly opened and read aloud.
4. Each Proposal shall be accompanied by a Bid Guaranty as specified in the Instructions to Bidders section of the Bid Document.
5. A Performance Bond and Labor and Materials Bond in the amount of 100% are required. Also, a Maintenance Bond in the amount of 25% is required.
6. Bidders may obtain electronic copies of drawings and specifications of this project, at no cost, on the PennBid website noted above.
7. All interested Bidders may view the project area at 1044 Black Rock Rd, Gladwyne, PA 19035 by calling Gladwyne Fire Company at (610) 642-9586 to coordinate access inside the building.
8. Scope of Work

The work includes, but is not limited to, selective concrete repairs at the exterior apron, along with replacement and upgrade of the interior trench drain system with associated concrete floor replacement in the engine room. Award is planned for July 15, 2026. Construction Notice to Proceed planned for issuance August 2026 pending contract execution, and onsite activities performed in early Fall 2026.
9. Detailed specifications developed by Pennoni Associates, Inc. Questions regarding the project scope shall be submitted via the “Messages” feature in PennBid. The last day for receipt of written questions is end of business day of Friday, June 5, 2026.
10. ATTENTION IS CALLED TO THE FACT THAT NOT LESS THAN THE MINIMUM SALARIES AND WAGES AS SET FORTH IN THE CONTRACT DOCUMENTS MUST BE PAID ON THIS PROJECT, AND THAT THE CONTRACTOR MUST ENSURE THAT EMPLOYEES AND APPLICANTS FOR THE EMPLOYMENT ARE NOT DISCRIMINATED AGAINST BECAUSE OF THEIR, RACE, COLOR, RELIGIOUS CREED, ANCESTRY, AGE, SEX, NATIONAL ORIGIN, PHYSICAL OR MENTAL DISABILITY, OR BECAUSE OF A PERSON'S SEXUAL ORIENTATION, GENDER IDENTITY OR GENDER EXPRESSION.

**ADVERTISEMENT FOR BIDS
(Continued)**

11. The Board of Commissioners reserves the right to reject any or all bids or parts thereof or to waive any informality or irregularity as deemed to the best interest of the Township.

Adam M. Szumski
Chief Financial Officer

PROPOSAL SUBMITTED ON BEHALF OF: _____
FOR: GLADWYNE FIRE COMPANY APRON & ENGINE ROOM FLOOR REPAIRS
GENERAL CONSTRUCTION: CONTRACT NUMBER: 26-18-4405

1. BIDS ARE TO BE SUBMITTED ON THIS FORM AND ANY EXCEPTIONS TO CONTRACT DOCUMENTS, GENERAL CONDITIONS (EXHIBIT "B"), INSTRUCTIONS TO BIDDERS (EXHIBIT "C"), DETAILED SPECIFICATIONS (EXHIBIT "D") AND SPECIAL CONDITIONS (EXHIBIT "E") MUST BE WRITTEN ON THE VARIANCE FORM PROVIDED FOR THIS PURPOSE.
2. In submitting this proposal, bidder acknowledges that it has carefully examined the Bid and Contract Document together with the Addenda, if any (as indicated below) as prepared by the Department of Finance, Purchasing Division, and is familiar with the various conditions affecting the work hereinafter described, the manner and the time state for performance.

| <u>Addendum No.</u> | <u>Issuing Date</u> |
|---------------------|---------------------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

3. Bid Summary:

| | | |
|--|------|----------|
| Total Lump Sum Price Bid for Base Contract | \$ | |
| Total Price Bid for Contingencies | + \$ | |
| Total Price Bid for the Contract | | \$ _____ |
| Add Alternate #1 | \$ | |
| Alternate #2 | \$ | |

4. Persons to Contact on matters concerning this Bid and Contract:

| NAME | OFFICIAL CAPACITY & TITLE | TEL. NUMBER |
|------|---------------------------|-------------|
| | | () |
| | | () |
| | | () |

5. Variance Form

Any variations that would materially or substantially change or alter the GENERAL CONDITIONS, INSTRUCTIONS TO BIDDERS, DETAILED SPECIFICATIONS or SPECIAL CONDITIONS must be submitted at the Pre-Bid Conference or if there is no scheduled Pre-Bid meeting, written notice or e-mail must be submitted to the Purchasing Agent no later than seven (7) days prior to the Bid Opening date. An Addendum will be issued prior to Bid Opening for any changes or alterations found acceptable to the Township. This Variance form is to be used only for variances which are not materially or substantially less than the specifications required. Any variation not covered by Addendum is at the risk of the Bidder and may be cause for rejection of the Bid.

GENERAL CONDITIONS NO. (s) DETAILED DESCRIPTION

INSTRUCTIONS TO BIDDERS NO. (s) DETAILED DESCRIPTION

DETAILED SPECIFICATIONS NO. (s) DETAILED DESCRIPTION

SPECIAL CONDITIONS NO. (s) DETAILED DESCRIPTION

(Attach to this sheet if necessary)

6. BID SHEET

| ITEM NO. | DESCRIPTION <i>Base Contract</i> | TOTAL |
|---|--|-----------|
| 1-1 | Mobilization and General Conditions: Permit, Contractor's License, Bonding, Insurance, etc | \$ |
| 1-2 | Submittals & Preconstruction Video | \$ |
| 1-3 | Key Construction Note #10 (2 Locations) | \$ |
| 1-4 | Key Construction Note #20 | \$ |
| 1-5 | Key Construction Note #30 and 31 (Materials Only) | \$ |
| 1-6 | Key Construction Note #30 and 31 (Labor Only) | \$ |
| 1-7 | Close out Documents and Record Drawings | \$ |
| Total Lump Sum Price Bid for Base Contract | | \$ |

| ITEM NO. | DESCRIPTION <i>Contingency Items</i> | TOTAL |
|--|--|-----------|
| 2-1 | <i>Additional</i> Key Construction Note #10 (up to 1 SF per location) \$ _____ Unit Price x 2 Locations = | \$ |
| 2-2 | Key Construction Note #40 \$ _____ Unit Price x 30 LF = | \$ |
| Total Price Bid for Contingencies | | \$ |

| ITEM NO. | DESCRIPTION <i>Alternates</i> | TOTAL |
|----------|--|-----------------------------------|
| 3-1 | Add Alternate #1: Key Construction Note #11 | \$ |
| 3-2 | Alternate #2: Price Difference for Grate Selection Add Zurn P12-BDE-USA \$ _____ Delete Zurn P12-GDE-USA \$ _____ Price Difference \$ _____ | \$ <i>Price Difference</i> |

Notes:

1. The "Total Price Bid for the Contract" consists of the "Total Lump Sum Price Bid for Base Contract" plus the "Total Price Bid for Contingencies" plus Alternate(s) if selected by the Township.
2. The Contract will be awarded to the lowest responsible bidder. The low bid will be determined based on the "Total Price Bid for the Contract". All work is included and must be bid.

7. If the Bidder is: A SOLE OWNER OR PARTNERSHIP (Please indicate which) execute

this part of the Proposal:

SS #: _____

OR

TIN#: _____

DATE: _____

(Signature of Owner or Partner)

(Business Name of Bidder)

(Print Name and Title)

(Address)

(City)

(State)

(Zip)

(Telephone Number)

8. If the Bidder is a: CO., INC., LLC, OR L.T.D. EIN#: _____

execute this part of the Proposal. If not executed by the Corporation (i.e. required signatures as seen below and Corporate Seal affixed), a certified Corporate Resolution authorizing the form of execution used must be attached to and made part of this Bid.

DATE: _____

(Corporate or Business Name of Bidder)

(Address)

(City)

(State)

(Zip)

(Telephone Number)

(Signature of Pres. or Vice-Pres.)

(Signature of Secretary, Asst. Secretary,
Treasurer or Asst. Treasurer)

(Print Name and Title)

(Print Name and Title)

CORPORATE SEAL

TOWNSHIP OF LOWER MERION

EXHIBIT “B”

GENERAL CONDITIONS

FOR

**CONSTRUCTION, SERVICES
AND GOODS CONTRACTS**

Revised: 04/21/2026

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TOWNSHIP OF LOWER MERION

CONTRACT GENERAL CONDITIONS

1. FAMILIARITY WITH PROPOSED WORK

- 1.1. The bidder is required to examine carefully the Bid Document. It is assumed that the bidder understands the conditions to be encountered and the character, quality and quantities of materials to be furnished for the completion and satisfaction of the Specifications and Contract requirements.
- 1.2. The Contractor shall at all times observe and comply with all Federal and State laws and local ordinances and regulations in any manner affecting the conduct of the work or the employees on the project.

2. AUTHORITY

(Lower Merion Township Code - Chapter 5, Article XI - Purchasing)

- 2.1. The Township Manager has designated a Purchasing Agent who shall serve as the Contracting Officer for the Township of Lower Merion.
- 2.2. The Purchasing Agent shall procure for the Township supplies, materials, equipment and contractual services.
- 2.3. The Purchasing Agent shall establish such regulations, procedures and files as necessary to provide for an efficiently administered contracting system.

3. DEFINITIONS

As used herein, the following definitions shall apply:

| | |
|-------------|---|
| ADDENDUM: | A formal document, issued by Purchasing, which changes specifications or bid terms and conditions prior to the time of bid opening |
| AFFILIATE: | Two or more entities where (a) a parent entity owns more than 50% of the voting stock of each of the entities; (b) a common shareholder or group of shareholders owns more than 50% of the voting stock of each of the entities; or (c) the entities have a common proprietor or general partner. |
| AMENDMENT: | Formal notification to contract parties of changes in price, terms or conditions of a contract previously executed. |
| ASSIGNMENT: | Transference of some property right or title to another party. |

| | |
|-----------------------------|--|
| BID GUARANTY OR GUARANTEE: | A promise by a bonding company in case the bidder should fail to perform its initial obligations after its bid has been accepted, particularly its obligation to provide a performance bond, to perform (or cause to be performed) all those obligations provided the cost not exceed the amount of the guarantee. |
| CONSTRUCTION: | The process of erecting, altering, repairing or improving any structure, building or other type of real property. It does not include the routine operation, repair or maintenance of existing structures, buildings or real property. |
| CONSTRUCTION COMPLETION: | Also known as "Final Completion" and marks the conclusion of a construction project, where all work has been completed as per the contract; deficiencies and punch list items are resolved; and the contractor has fulfilled their obligations in full. |
| CONTRACT: | All types of agreements, grants and orders for the purchase or disposal of supplies, services, construction or any other item. |
| CONTRACTOR: | One who contracts or is party to a contract. |
| CONTRACTOR RELATED PARTIES: | Any Affiliates of the Contractor and the Contractor's executive officers, Pennsylvania officers and directors, or owners of five percent or more interest in the Contractor. |
| DEBARMENT: | Action by the Township to exclude individuals or firms from contracting with the Township for a specified period of time. |
| DEFAULT: | Failure to deliver the supplies or perform the services within the time specified in the contract, failure to make progress so as to endanger performance of the contract, refusal or failure in a construction contract to prosecute the work or any separable part within the time specified in the contract. |
| EMERGENCY: | A situation in which public health or safety is endangered. A Purchasing Emergency is a need for parts, material and labor required in connection with repairs due to breakdowns of equipment, property, essential services or when unforeseen circumstances arise. |
| FINANCIAL INTEREST: | Ownership of more than a five percent interest in any business or holding a position as an officer, director, trustee, partner, employee, or holding any position of management. |

- GOODS:** Includes any personal property to be purchased by the Township, including equipment, supplies, materials and component or repair parts.
- HIGHWAY MATERIALS:** All those goods defined or listed as materials for the construction, improvements and repair of highways in "Specifications for Highway Improvements - 1930" together with the latest revisions thereto of the Department of Transportation Form 408, as last revised (all of which are made part of this Contract as fully and with the same effect as if they had been set forth at length in the body of this Contract.)
- LIQUIDATED DAMAGES:** Liquidated damages are a specific sum (or a sum readily determinable) of money stipulated by the contracting parties as the amount to be recovered for each day of delay in delivery of the product or completion of the contract. They do not represent actual damages, but are established in the contract as a substitute for actual damages.
- LUMP SUM:** The price agreed upon between vendor and Township for a group of items or a service. The items are not broken down by individual value.
- MAINTENANCE BOND:** A promise from a surety covering any defects which may develop in the work caused by defective inferior material and/or workmanship in the amount of 25% of the total contract amount for a period of two (2) years from date of completion, approval, and acceptance of the entire work, or construction completion.
- PERFORMANCE BOND:** A promise from a bonding company ("the surety") to perform (or cause to be performed) those obligations of the contractor ("the principal"), when the contractor fails to perform its obligations, in an amount up to but not exceeding the amount of the bond ("penal sum"). The obligation of a surety under a performance bond shall be in addition to and not offset by any applicable warranty.
- PAYMENT BOND:** A promise from a surety, in case the contractor fails to pay his laborers or suppliers amounts due for labor or material used in the contract, to pay those suppliers the amounts due up to the amount of the bond.

- PUBLIC CONTRACT:** A Contract exceeding \$24,500.00 for the construction, reconstruction, alteration or repair of any public building or other public work or public improvement, including heating or plumbing contracts, under the terms of which the contractor is required to give a performance bond and labor and material payment bond.
- PURCHASING AGENT:** The person authorized by the Township Manager to fulfill the condition of central procurement in accordance with the requirements of the Lower Merion Township Administrative Code and the First Class Township Code.
- REQUIREMENTS CONTRACT:** A method of contracting with a vendor to supply goods/services to the Township with goods/services being released on an "as needed basis".
- RESPONSIBLE BIDDER:** A responsible bidder is one who is financially responsible, and is possessed of a judgment, skill, ability, capacity and integrity requisite and necessary to perform and complete a public contract according to its terms.
- RESPONSIVE BIDDER:** A person or firm which has submitted a bid conforming to all terms, conditions and requirements of the Invitation to Bid.
- RETENTION:** The withholding of a part of the purchase payment due until the purchase has been finally accepted as fully meeting specifications.
- SERVICES:** The rendering of time and effort by a contractor to produce a desired effect rather than the furnishing of a specific item or product.
- SPECIFICATION:** Any description of a physical or functional characteristic of a supply or service. It may include a description of any requirement for inspecting, testing or preparing a supply or service for accepted delivery.
- STATE:** Commonwealth of Pennsylvania. Also known as "Commonwealth".
- SUBCONTRACTOR:** Is an individual, group, partnership or corporation having a direct contract with the Contractor to furnish special services, labor or materials towards the completion of the Contractor's contract.

- SUBSTANTIAL COMPLETION:** Construction that is sufficiently completed in accordance with contract documents and certified by the architect or engineer of the contracting body, as modified by change orders agreed to by the parties, so that the project can be used, occupied or operated for its intended use. In no event shall a project be certified as substantially complete until at least 90% of the work on the project is completed.
- TOWNSHIP:** Township of Lower Merion, 75 East Lancaster Avenue, Ardmore, Pennsylvania 19003.
- VENDOR:** Any corporation, partnership, individual, sole proprietorship, joint stock company, joint venture or any legal entity through which goods or services are purchased.
- WARRANTY:** An undertaking, either express or implied, that a certain fact regarding the subject matter of a contract is as it is declared or promised to be
- WORK:** As specified in the Detailed Specifications and Special Conditions, includes all labor and/or materials, equipment and any other facilities necessary for the Contractor to complete the contract.

4. SURETY BONDS

- 4.1. When a Contract is for Construction and the contract/bid amount is over \$10,000.00, the contractor to whom the Contract is awarded will be required to execute a "Performance Bond" covering satisfactory performance of the work or hire contracted in the amount of one hundred percent (100%) of the Contract; and a "Labor and Materials Bond" covering the prompt payment in full for utility services rendered, for all materials furnished and for labor supplied or performed in the prosecution of the work or hire, in the full amount of the Contract. If the contract amount is between \$1,500.00 and \$10,000.00, a Performance Bond shall not be required, however, a Labor and Materials Bond in the amount of fifty percent (50%) of the total contract shall be required.
- 4.2. When a Contract is for construction, erection, installation, completion, alteration, repair of or addition to any public work or improvement of any kind, the bidder to whom the Contract is awarded will be required to execute those bonds as set forth in paragraph 4.1 above and a "Maintenance Bond" covering any defects which may develop in the work caused by defective or inferior materials and workmanship, in the amount of twenty-five percent (25%) of the value of the work. The "Maintenance Bond" is to continue in effect for a period of two (2) years from the date of completion, approval and acceptance of the entire work.
- 4.3. When a Contract is for goods and/or services and the total contract bid amount is under \$24,500.00, there are no bonding requirements. If the bid amount is over \$24,500.00, the bidder to whom the Contract is awarded will be required to execute a "Performance Bond"

covering satisfactory performance of the Contract by the bidder in the amount of one hundred percent (100%) of the contract.

- 4.4. All Bonds must be executed by a corporate surety satisfactory to the Township of Lower Merion. Any corporate surety submitted to the Township of Lower Merion must provide verification of at least an "A" rating from A.M. Best or a similar rating from another nationally recognized rating agency/service. A Power of Attorney and the corporate surety's latest statement of assets and liabilities must accompany each Bond. The Seller must promptly furnish any additional security as may be required from time to time to protect the interests of the Township of Lower Merion. All bond costs shall be borne solely by the contractor/bidder.
- 4.5. In lieu of the "Performance Bond", "Labor and Materials Bond" and "Maintenance Bond", an "Irrevocable Letter of Credit" presentable at the financial institution's counter in the greater Philadelphia area will be accepted for Construction and Service contracts. An Irrevocable Letter of Credit must be accompanied by a completed Letter of Agreement form. A separate Irrevocable Letter of Credit must be submitted for each required bond. Copies of Letter of Credit Agreement forms are available in the Purchasing Department.
- 4.6. For specific Bond requirements, refer to the Special Conditions section of this contract.

5. **INSURANCE REQUIREMENTS**

(NOTE: INSURANCE CHECKLIST MUST BE COMPLETED AND SUBMITTED WITH BID)

THE FOLLOWING 5.1 THROUGH 5.4 APPLY ONLY TO CONSTRUCTION AND SERVICES CONTRACTS. **REFER TO THE INSURANCE CHECKLIST FOR THE REQUIRED COVERAGES FOR THE CONTRACT:**

- 5.1. Township of Lower Merion Names an "Additional Insured"
All contractors are required to procure and maintain the following insurance coverages with the Township of Lower Merion named as an "Additional Insured." Only certificates of insurance from companies licensed to do business in the Commonwealth of Pennsylvania and acceptable to the Township will be approved. A copy of the insurance certificate must be provided for each contract document.

5.1.a. Workers' Compensation Insurance

The contractor must maintain during the life of this contract Workers' Compensation Insurance for their employees. Coverage must be in accordance with statutory requirements of the Commonwealth. Coverage should include Employer's Liability with minimum limits of:

| | |
|---------------------------|------------------------|
| Bodily Injury by Accident | \$100,000 per accident |
| Bodily Injury by Disease | \$100,000 per person |
| Bodily Injury by Disease | \$500,000 policy limit |

5.1.c. Commercial General Liability

The contractor must maintain during the life of this contract Public Liability Insurance to protect him/her, and their subcontractors and the Township for injury or damage caused directly by him or his employees for the following limits:

| | |
|-----------------------------------|-------------|
| General Aggregate: | \$2,000,000 |
| Per Occurrence: | \$1,000,000 |
| Products and Completed Operations | \$2,000,000 |
| Personal and Advertising Injury: | \$1,000,000 |

5.1.d. Automobile Insurance

The contractor must maintain during the life of this contract Automobile Liability for all vehicles (owned, non-owned and hired) operating in furtherance of this contract for the following limits:

| | |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

5.2. Special Insurance's for Construction Contracts5.2.a. Umbrella Liability

Umbrella excess liability or excess liability insurance or its equivalent with Minimum limits.

5.2.b. Underground and/or Blasting Liability

All contractors employing mechanical digging devices or requiring blasting must procure and maintain underground and/or blasting liability insurance for the period of time work is in progress. Coverage amounts to be the same limits as those stated in paragraph 5.1.b.

5.2.c. Owner Protective Coverages

Contractor shall also take out, pay for and maintain until completion and acceptance of the work required by this contract a separate policy of insurance naming (1) the Owner, its officers, agents and employees, and (2) the Engineers as insured. This separate policy shall provide coverage to the Owner and its officers, agents and employees and the Engineer with respect to said work. Both personal injury and property damage insurance must be on an occurrence basis. The policy shall provide coverage to the full limit of liability stated in the declarations, and if the Owner and its officers, agents and employees of the Engineer have other insurance against the loss covered by said policy, that other insurance shall be excess insurance only. Policy shall provide a minimum coverage of \$1,000,000 per occurrence, unless otherwise noted in the Special Conditions section.

5.2.d. Property Insurance

The Contractor will take out and maintain during the life of this contract “All Risk” coverage on the entire work. This insurance shall include the interests of the Contractor, Owner, Township and any Trustee named by the Owner as their interests may appear.

5.3. Cancellation Notice

Notice of Cancellation, nonrenewal, or material change in coverage shall be provided to the Township of Lower Merion. The words “endeavor to” and “but failure to” (to end of sentence) are to be eliminated from the Notice Cancellation provision on standard ACORD certificates.

5.4. Subcontractors

The Contractor shall require all subcontractors to maintain during the term of the contract commercial general liability insurance, business auto liability insurance, workers’ compensation and employers’ liability insurance (or personal health insurance) and professional liability insurance to the same extent required of the Contractor unless any such requirement is expressly waived or amended by the Township in writing. The Contractor, shall furnish, upon request of the Township, Subcontractors’ certificates of insurance.

THE FOLLOWING 5.5 THROUGH 5.7 APPLY ONLY TO GOODS CONTRACTS. REFER TO THE INSURANCE CHECKLIST FOR THE REQUIRED COVERAGES FOR THE CONTRACT:

5.5. Insurance

All suppliers are required to procure and maintain the following insurance coverages. Only certificates of insurance from companies licensed to do business in the Commonwealth of Pennsylvania and acceptable to the Township, will be approved. A copy of the insurance certificate must be provided for each contract document.

5.5.a. Workers’ Compensation Employer’s Liability

The supplier must maintain during the life of this contract Workers’ Compensation Insurance for their employees. Coverage must be in accordance with statutory requirements of the Commonwealth. Coverage is to include Employer’s Liability with minimum limits of:

| | |
|---------------------------|------------------------|
| Bodily Injury by Accident | \$100,000 per accident |
| Bodily Injury by Disease | \$100,000 per person |
| Bodily Injury by Disease | \$500,000 policy limit |

5.5.c. Commercial General Liability

The supplier must maintain during the life of this contract Commercial General Liability insurance to protect him/her, his/her subcontractors and the Township for injury or damage caused directly by him/her or their employees for the following limits:

| | |
|-----------------------------------|-------------|
| General Aggregate: | \$1,000,000 |
| Per Occurrence: | \$1,000,000 |
| Products and Completed Operations | \$1,000,000 |
| Personal and Advertising Injury: | \$1,000,000 |

5.5.d. Automobile Insurance

The supplier must maintain during the life of this contract Automobile Liability for all vehicles (owned, non-owned and hired) operating in furtherance of this contract for the following limits:

| | |
|-----------------------|-------------|
| Combined Single Limit | \$1,000,000 |
|-----------------------|-------------|

5.6. Cancellation Notice

Notice of Cancellation must be provided to the Township and indicated on the Certificate for all policies.

5.7. Additional Insured

All Certificates of Insurance should list the Township of Lower Merion as Additional Insured.

6. COMPETENCY OF BIDDER

6.1. The Board of Commissioners may reject the bid of any person, firm or corporation that is in arrears or is in default to the Township upon any debt or contract, or that is a defaulter, as surety or otherwise, upon any obligation to the Township or that failed to perform faithfully any previous contract with the Township or that, after investigation, is shown to be non-responsible.

6.2. The bidder, if requested, must present within forty-eight (48) hours evidence satisfactory to the Township of performance ability and possession of necessary facilities, pecuniary resources and adequate insurance to comply with terms of the bid and the contract documents.

7. MANDATORY REQUIREMENTS

7.1. The Purchasing Department has established certain mandatory requirements which must be included as part of any bid. The use of the terms "shall", "must" or "will" (except to indicate simple futurity) in this Invitation to Bid indicate a mandatory requirement or condition. The words "should" or "may" in this Invitation to Bid indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature will not by itself cause rejection of a proposal.

8. NONAPPROPRIATION

- 8.1. The vendor recognizes that any agreement entered into shall commence upon the day first provided and continue in full force and effect until termination in accordance with its provisions. The vendor and the Township herein recognize that the continuation of any contract after the close of any given fiscal year of the Township which fiscal years' end on December 31 of each year, shall be subject to the approval of the budget of the Township providing for or covering such contract item as an expenditure therein. The Township does not represent that said budget item will be actually adopted, said determination being the determination of the Township Board of Commissioners at the time of the adoption of the budget.

9. PROOF OF BIDDER'S RESPONSIBILITY

- 9.1. In presenting a bidder's financial qualifications none of the following may be included in any representation of liquid assets:
- 9.1.a. Capital Stock of the Contractor
 - 9.1.b. Accounts Receivable against which assignments have been made
 - 9.1.c. Equity in real estate
 - 9.1.d. Life Insurance
 - 9.1.e. Reserve representing prepayment of taxes or other expenses
 - 9.1.f. Deposits held as security for other contracts
 - 9.1.g. Capital of proposed subcontractors
- 9.2. Upon request, bidder shall file an experience questionnaire and financial statement with the Township. The questionnaire and statement shall be certified to be true and correct by an affidavit sworn to or affirmed before a notary public, or other officer empowered to administer oaths or affirmations.
- 9.3. In addition to the financial qualifications, the bidder may be required to prove to the satisfaction of the Township that he has successfully completed a contract for similar work in an amount of not less than seventy-five percent (75%) of the amount of the proposed contract.
- 9.4. The foregoing will guide the Township in determining the responsibility of the bidder, but additional information may be requested by the Township whenever in its judgment such information is necessary to determine the responsibility of the bidder.
- 9.5. In the event the bidder fails, refuses or neglects to submit any required information within the reasonable time stated in any request therefore or fails to qualify as a responsible bidder, his proposal guaranty shall be forfeited to the use of the Township, not as a penalty, but as liquidated damages.

10. UNIT PRICES

- 10.1. When the Contract Documents provide for portions or quantities of Work on a unit price basis, such estimated quantities in the Contract are approximate and are to be used only as a basis for estimating the probable cost of the work and for comparing the proposals offered for the work. The Contractor agrees that, during progress of the work, the Township may find it advisable to increase or decrease the quantities as the Township may deem necessary or desirable. The actual amount of work to be done and material to be furnished on a Unit Price basis may differ from the estimated quantities. The Township shall make payment for Unit Price Work based on the actual number of units installed on the completed work.

11. AWARD

- 11.1. When a bid received has been determined by the Township of Lower Merion to be satisfactory, a Contract shall be awarded to the lowest responsible bidder within sixty (60) days of the date of bid opening or all bids shall be rejected except as otherwise provided in this Contract document.
- 11.2. If the award is delayed by a required approval of another government, agency, the sale of bonds or the award of a grant or grants, the Township shall reject all bids or award the contract to the lowest responsible bidder within 120 days of the date of bid opening.
- 11.3. Thirty (30) day extensions of the date for the award may be made by the mutual written consent of the Township and the lowest responsible bidder.
- 11.4. Awards will be made at scheduled Board of Commissioners meetings.

12. POINT OF DESTINATION - GOODS CONTRACTS

- 12.1. All goods shipped to the Township must be shipped F.O.B., Destination Freight Prepaid. (Cost of shipping to be included in bid price)
- 12.2. Deliveries will be accepted between the hours of 8:15 A.M. and 3:00 P.M. on weekdays only. No deliveries will be accepted on Saturday, Sunday or Holidays, unless previous arrangements have been made by the receiving agency.

13. ACCEPTANCE AND INSPECTION OF GOODS

- 13.1. Goods delivered under this bid shall remain the property of the Supplier until physical inspection is made and thereafter accepted to the satisfaction of the Township and must comply with the terms herein and be fully in accord with specifications and of the highest quality.
- 13.2. In the event the goods delivered to the Township are found to be defective or do not conform to specifications, the Township reserves the right to cancel the order upon written notice to the Seller and return said goods to the Seller at the Seller's expense. Township will charge Seller for the cost of inspecting goods rejected.

14. BRAND NAMES (OR EQUAL)

- 14.1. Specifications of products by name are intended to be descriptive of quality of workmanship, finish and performance. Desirable characteristics are not intended to be restrictive. Substitutions of products for those named will be considered provided the vendor certifies that the function characteristics, performance and endurance qualities of the material offered is equal or superior to that specified.
- 14.2. Since the Township does not wish to rule out other competition and equal brands or makes, the phrase OR APPROVED EQUAL is implied throughout this contract. However, if the product other than that specified is bid, it is the vendor's responsibility to name such a product within his bid and to prove to the Township that said product is equal to that which is specified.
- 14.3. Evidence in the form of samples, or in the case of mechanized equipment, demonstrations may be requested if the brand is other than specified. Such samples or demonstrations are to be furnished after the date of bid opening, upon request of the Township. If samples or demonstrations should be requested, such samples must be received by the Township no later than five (5) days after formal request is made.

15. HAZARDOUS SUBSTANCE RIGHT TO KNOW ACT

- 15.1. All products supplied that are included within the definition of hazardous substances as specified in the general laws of the State of Pennsylvania entitled "Hazardous Substance Right-To-Know Act" must be accompanied with Material Safety Data Sheets as defined by legislation. No product containing asbestos or polychlorinated biphenyl (PCB) in any form will be considered for award by the Township.

16. QUALITY

- 16.1. All materials used for the manufacture or construction of the goods covered by this bid shall be new. The items bid must be new, the latest model, to the best quality and highest grade workmanship.

17. WARRANTIES

- 17.1. With regard to the goods, materials and equipment which are sold under this contract, or which are incorporated in the construction required by this contract, and in addition to other warranties arising by the operation of law or offered by the Vendor, Vendor warrants to the Township that;
- 17.1.a. the title conveyed shall be goods, and its transfer rightful, and they shall be delivered free and clear of all liens, claims, security interests or encumbrances;
 - 17.1.b. they will be delivered free and clear of the rightful claim of any third party for infringement of any patent, copyright or trademark rights;
 - 17.1.c. they will be delivered new and unused, unless otherwise specified by the Township; they will be of good quality, free from defects, and "merchantable" as this term is defined in 13 Pa. C.S.A. 1101 to 9507; they will be in conformity with any applicable description or specification set out by the Township in this invitation.

The above warranty obligations shall survive termination of this contract.

The Township shall not be deemed to have waived its remedies for breach of any of these warranties by its acceptance of any goods, materials, equipment, labor, work or construction.

VENDOR SHALL BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING IN WHOLE OR IN PART FROM ITS BREACH OF ANY OF THESE WARRANTIES.

- 17.2. In regard to the labor, work and construction required of Vendor under this contract, and in addition to other warranties arising by operation of law or offered by the Vendor, Vendor warrants to the Township that;
- 17.2.a. title to all work, covered by application of Vendor for payment, will pass to the Township either by incorporation in the construction or upon receipt of payment by the Vendor, whichever occurs first, free and clear of all liens, claims, security interests or encumbrances;
 - 17.2.b. the work shall be performed in a first class and workmanlike manner; the work shall be of good quality, free from faults and defects, and in conformity with the contract documents;
 - 17.2.c. if, within 30 days after the day of final acceptance of the work, any of the work is found to be defective or not in accord with the contract documents, the Vendor shall correct it promptly after receipt of a written notice from the Township to do so unless the Township has previously given the Vendor a written acceptance of the defective or nonconforming condition; the Township shall give such notice promptly after discovery of such condition.

The above warranty obligations shall survive termination of this contract.

If the Township prefers to accept defective or nonconforming work, it may do so instead of requiring its removal or correction, in which case a change order will be issued to reflect

a reduction in the contract sum where appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made.

The Vendor shall be liable for incidental or consequential damages resulting in whole or in parts from its breach of any warranty.

18. DESCRIPTIVE LITERATURE - GOODS CONTRACTS

- 18.1. Bid Proposals for the furnishing of equipment shall be accompanied by manufacturer's descriptive literature including technical data and equipment specifications. Additional information or specific literature requirement may be detailed in the Special Conditions or Detailed Specifications.

19. OWNERSHIP AND USE OF DRAWINGS, SPECIFICATIONS AND OTHER DOCUMENTS

- 19.1. The Drawings, Specifications and other documents the Architect prepares for this Project are and shall remain the property of the Township, the Architect/Engineer. Both the Township and the Architect/Engineer retain all common law, statutory and other reserved rights, including any copyright.
- 19.2. The Township and the Architect/Engineer have provided the Drawings, Specifications and other documents the Architect/Engineer prepares for this Project (and copies thereof furnished to the Contractor) solely for use in this Project. Any other use requires the specific written consent of the Township and Architect/Engineer. The Contractor, Subcontractor, Sub-subcontractor, and material or equipment suppliers, shall not use such documents on other projects, including additions to the Project outside the scope of the Work.
- 19.3. The Township and Architect/Engineer hereby grant to the Contractor, Subcontractors, Sub-Subcontractors and material or equipment suppliers a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents the Architect/Engineer prepares for this Project. Subcontractors, Sub-subcontractors and material or equipment suppliers shall take such license limited strictly to documents appropriate for use in their own work. Such license shall include authority to submit or distribute licensed documents to meet official regulatory requirements or for other official purposes for this project.

20. SEPARATE CONTRACTS - CONSTRUCTION CONTRACTS

- 20.1. The Contractor shall coordinate his operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including his subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Township immediately of lack of progress or defective workmanship on the part of other Contractors. Failure of a Contractor to keep informed of the work progressing on the site and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by him of the status of the work as being satisfactory for proper coordination with his own work.
- 20.2. Sub-Contracting of all or any part of this contract requires written approval by the Township prior to the start of work.
- 20.3. Contractors and/or Sub-Contractors shall not place any signage on Township property without express approval of the Township.

21. INDEPENDENT CONTRACTOR

- 21.1. The relation of the Contractor to the work to be performed by him under this Contract shall be that of independent Contractor. As such he will be responsible for all risks, casualties, damage, loss or injury of every description to persons or property that may arise or be incurred in or during the conduct and progress of said work by or on account during the conduct and progress of said work by or on account of any act, negligent or otherwise, omission, neglect or misconduct of Contractor or of any of the employees engaged thereupon or therein, and shall keep the Township free and discharged of and from any and all responsibility or liability therefore of any sort or kind. The Contractor shall make good any damage that may occur in consequence of the work or any of it, and shall assume all blame, loss and responsibility of whatsoever nature by reason of neglect or violation of any Federal, State, County or Township law, regulation or ordinance.

22. AMERICANS WITH DISABILITIES ACT

- 22.1. Project must comply with the Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973; PA Act 235 of 1965, as amended, and Americans with Disabilities Act (ADA) of 1990, as amended. Pursuant to federal regulations promulgated under the authority of The Americans with Disabilities Act, 28 C.F.R. Section 35.101 et. seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination", 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the Township of Lower Merion through contracts with outside contractors.
- 22.2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the Township of Lower Merion from all losses, damages, expenses, claims, demands, suits

and actions brought by any party against the Township of Lower Merion as a result of the Contractor's failure to comply with these provisions.

23. NONDISCRIMINATION / SEXUAL HARASSMENT CLAUSE

- 23.1. The Contractor represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the Contract. The Contractor shall, upon request and within the time periods requested by the Commonwealth or Township to furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination / Sexual Harassment Clause.
- 23.2. Nondiscrimination/Sexual Harassment Obligations: The Contractor shall not:
- 23.2.a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
 - 23.2.b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
 - 23.2.c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this contract or subcontract.
 - 23.2.d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any contractor, subcontractor, or supplier who is qualified to perform the work to which this contract relates.
 - 23.2.e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
- 23.3. Establishment of Contractor Policy: The Contractor shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination / Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this contract, the Contractor shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination / Sexual Harassment provisions conspicuously in easily accessible and well-lighted places

customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

- 23.4. Notification of Violations: The Contractor's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the Contract. Accordingly, the Contractor shall notify the Township and Commonwealth if, at any time during the term of this Contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
- 23.5. Contracts, and Subcontracts: The Contractor shall include these Nondiscrimination / Sexual Harassment provisions in its contracts and subcontracts with all contractors, subcontractors, etc providing goods or services under this Contract. The incorporation of these provisions in the Contractor's contracts or subcontracts does not create privity of contract between the Commonwealth, Township, and any contractor or subcontractor, and no third-party beneficiaries are created by those provisions. If the Contractor becomes aware of a contractor's or subcontractor's violation of these provisions, the Contractor shall use its best efforts to ensure the contractor's or subcontractor's compliance with these provisions.

24. WORKER PROTECTION AND INVESTMENT

- 24.1. The Contractor shall comply with all applicable Pennsylvania state labor laws and worker safety laws including, but not limited to, the following:
- 24.1.a. Construction Workplace Misclassification Act;
 - 24.1.b. Employment of Minors Child Labor Act;
 - 24.1.c. Minimum Wage Act;
 - 24.1.d. Prevailing Wage Act;
 - 24.1.e. Equal Pay Law;
 - 24.1.f. Employer to Pay Employment Medical Examination Fee Act;
 - 24.1.g. Seasonal Farm Labor Act;
 - 24.1.h. Wage Payment and Collection Law;
 - 24.1.i. Industrial Homework Law;
 - 24.1.j. Construction Industry Employee Verification Act;
 - 24.1.k. Act 102: Prohibition on Excessive Overtime in Healthcare;
 - 24.1.l. Apprenticeship and Training Act; and
 - 24.1.m. Inspection of Employment Records Law.

25. SAFETY AND HEALTH REGULATIONS

- 25.1. The Contractor shall comply with, and ensure that the Contractor's personnel and subcontracted personnel comply with, all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Occupational Safety and Health Administration for the General Industry and for the Construction Industry, the Federal Environmental Protection Agency Standards and the applicable standards of the Pennsylvania Department of Environmental Protection. The Contractor shall provide, or cause to be provided, all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified to be performed by the Contractor and subcontractor(s).
- 25.2. The Contractor shall identify to the Township Project Officer at least one on-site person who is the Contractor's competent, qualified, and authorized person on the work site and who is, by training or experience, familiar with policies, regulations and standards applicable to the work being performed. The competent, qualified and authorized person must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are unsanitary, hazardous or dangerous to employees, shall be capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Contractor's personnel from the work site.
- 25.3. The Contractor shall provide to the Township, at the Township's request, a copy of the Contractor's written safety policies and safety procedures applicable to the scope of work. Failure to provide this information within seven (7) days of the Township's request may result in cancellation of the award.
- 25.4. The Contractor certifies that all material supplied or used under this Contract meets all Occupational Safety and Health Administration (O.S.H.A.) requirements, both Federal and those of the Commonwealth of Pennsylvania; and further certifies that, if the material delivered or used in the performance of the work is found to be deficient in any of the applicable state or federal occupational safety and health requirements, all costs necessary to bring the material into compliance with the requirements shall be borne by the Contractor.

26. DISPUTES

- 26.1. All disputes arising under the Contract or its interpretation, whether involving law, fact, extra work or breach of contract shall within ten (10) days of commencement of the dispute be presented by the Contractor to the Township for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim, but shall state the facts surrounding the claims in sufficient detail to identify the claim together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Township of notice thereof.
- 26.2. Each decision by the governing body of the Township will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.
- 26.3. If the Contractor does not agree with any decision of the Township, he shall in no case allow the dispute to delay the work but shall notify the Township promptly that he is proceeding with the work under protest and he may then accept the matter in question from the final release.
- 26.4. Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof.

27. TERMINATION FOR DEFAULT

- 27.1. The Contract will remain in force for the full period specified and until the Township determines that all requirements and conditions have been satisfactorily met and the Township has accepted the Work, and thereafter until the Contractor has met all requirements and conditions relating to the Work under the Contract Documents following the initial Contract Term and all Subsequent Contract Terms, including warranty and guarantee periods. However, the Township will have the right to terminate this Contract sooner if the Contractor has failed to perform satisfactorily the Work required, as determined by the Township in its discretion.
- 27.2. In the event the Township decides to terminate this Contract for failure to perform satisfactorily, the Township will give the Contractor at least fifteen (15) days written notice before the termination takes effect. Such fifteen (15) day period will begin upon the mailing of notice by the Township. If the Contractor fails to cure the default within the fifteen (15) days specified in the notice and the Contract is terminated for the Contractor's failure to provide satisfactory performance, the Contractor will be entitled to receive compensation for all Contract services satisfactorily performed by the Contractor and allocable to the Contract and accepted by the Township prior to such termination. However, an amount equal to all additional costs required to be expended by the Township to complete the Work covered by the Contract, including costs of delay in completing the

project, shall be either subtracted from any amount due the Contractor or charged to the Contractor in the event the Township terminates the Contract.

- 27.3. Except as otherwise directed by the Township, or in the case of termination for default (in which the Contractor may be entitled to cure, at the option of the Township), the Contractor shall stop Work on the date of receipt of notice of the termination or other date specified in the notice, place no further orders or subcontracts for materials, services, or facilities except as are necessary for the completion of such portion of the Work not terminated, and terminate all contracts and subcontracts and settle all outstanding liabilities and claims.
- 27.4. In the event that any termination for default shall be found to be improper or invalid by any court of competent jurisdiction, then such termination shall be deemed to have been a termination for convenience.

28. CHANGES IN WORK

- 28.1. No changes in the work covered by the approved contract documents shall be made without having prior written approval of the Township. Charges or credits for the work covered by the approved change shall be determined by one or more of the following methods:
- 28.1.a. Unit bid prices previously approved, and or
 - 28.1.b. An agreed lump sum, and or
 - 28.1.c. The actual cost of time and materials
- 28.2. To the cost for the above items, there shall be added fixed fee to be added and agreed upon but not to exceed fifteen percent (15%) of the estimated cost of the work. The fee shall be compensation to cover the cost of supervision, overhead, bond, profit and any other general expenses.
- 28.3. A Change Order is a written order to the Contractor signed by the Purchasing Agent and issued after execution of the Contract, authorizing a change in the work or an adjustment in the contract sum or the contract time. The contract sum and the contract time may be changed only by Change Order. Acceptance of the Change Order by the Contractor indicates his agreement therewith, including the adjustment in the contract sum or the contract time.
- 28.4. The Township reserves the right at any time to make changes in any one or more of the following; (a) Specifications, drawings, and data incorporated in this Contract where the items to be furnished are to be specifically manufactured for the Buyer; (b) Methods of shipment or packing; (c) place of delivery; and (d) time of delivery. If any such change causes an increase or decrease in the cost of or the time required for performance of this Contract, an equitable adjustment shall be made in the contract price or delivery schedule or both. Any claim by Contractor for adjustment under this clause shall be deemed waived unless asserted in writing within ten (10) days from receipt by Contractor of the change. Price increases or extensions of time for delivery shall not be binding on Buyer unless evidenced by a written notice issued and signed by Buyer.

- 28.5. The Township, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order, and shall be performed under the applicable conditions of the Contract Document.
- 28.6. Should concealed conditions encountered in the performance of the work below the surface of the ground or should concealed or unknown physical conditions below the surface of the ground or should concealed or unknown conditions in an existing structure of an unusual nature differing materially from those ordinarily encountered and generally recognized as inherent in the work of the character provided for in this Contract be encountered, the Contract sum shall be equitably adjusted by Change Order upon claim by either party made within ten (10) days after the first observance of the conditions.
- 28.7. If the Contractor wishes to make a claim for an increase in the contract sum he shall give the Township written notice thereof within ten (10) days after the occurrence of the event giving rise to such claim. This notice shall be given by the Contractor before proceeding to execute the work except in an emergency endangering life or property in which case the Contractor shall proceed in accordance with terms which shall be specified in the Special Conditions. No such claim shall be valid unless so made. Any change in the contract sum resulting from such claim shall be authorized by Change Order.
- 28.8. If the Contractor bases a Claim for additional time on adverse weather, the Contractor shall substantiate such claim with data substantiating that: (1) the adverse weather was abnormal for the period of time, (2) the Contractor could not have reasonably anticipated the adverse weather, and (3) the weather had an adverse effect on the scheduled construction.
- 28.9. The Township will have authority to order minor changes in the work not involving an adjustment in the contract sum or an extension of the contract time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Township and the Contractor; also the Contractor shall carry out such written orders promptly.

29. REPORTS, RECORDS AND DATA

- 29.1. The Contractor shall submit to the Township such schedule of quantities and costs, progress schedules, payrolls, reports, estimates, records and other data as the Township may request concerning work performed under this contract.

30. PROTECTION OF WORK AND PROPERTY

- 30.1. Unless otherwise agreed in writing all special dies, molds, patterns, jigs, fixtures and any other property furnished to the Contractor by the Township or specifically paid for by the Township, for use in the performance of this Contract, shall be and remain the property of the Township, shall be subject to removal upon the Township's instruction, shall be used only in filling orders from the Township, shall be held at the Contractor's risk, and shall be kept insured by the Contractor at the Contractor's expense while in its custody or control in an amount equal to the replacement cost thereof, with loss payable to the Township. Copies of policies or certificates of such insurance will be furnished to Township on demand.

31. INDEMNIFICATION

- 31.1. The Contractor shall indemnify, defend and save harmless the Township of Lower Merion, its officers and employees and agents from all suits, actions, damages, claims, and cost of every name, nature and description brought against or assessed against them or any of them including counsel fees, for or on account of any property damages, including environmental contamination and loss of use, or personal injuries sustained by any person, firm or corporation through the Contractor or his successors, assigns, agents, servants, or employees, including subcontractors, in the performance or preparation of, or subsequent to the completion of, the work or the delivery of goods or services under this Contract whether such injury or damages are due to negligence or the inherent nature of goods, services or the work; and for and from any claim or claims, suit or suits for damages by reason of any infringement or use of any patented apparatus, appliance or process, any patent, trademark or copyright, in the execution of this contract, and shall and will at his own cost and expense defend Township in any action or actions that may be instituted by reason thereof. It is not the intention of this section or of anything herein provided to confer a third-party beneficiary right of action upon any person whatsoever and nothing hereinbefore or hereinafter set forth shall be construed so as to confer upon any person other than the Township of Lower Merion a right of action under this contract or in any manner, whatsoever.

32. STEEL PRODUCTS PROCUREMENT ACT

- 32.1. Except where the Township Commissioners determine by resolution and in writing that steel products are not produced in the United States in sufficient quantities to meet the requirements of this contract, all steel products used or supplied by the contractor or any subcontractor in the construction, reconstruction, alteration, repair, improvement or maintenance of public works under this contract shall have been processed from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. Likewise cast iron products shall have been similarly processed. When unidentified steel products are supplied under this contract, the contractor must provide documentation including, but not limited to invoices, bills of lading, and mill certification that the steel was melted and manufactured in the United States. If a steel product is identifiable from its face, the contractor must submit certification satisfactory to the Township that it has fully complied with the provisions of the Pennsylvania Steel Products Procurement Act (73 P.S. - 1881), the Act of March 3,

1978 (P.L. 6, No. 3) as amended. The Contractor shall include these requirements in all contracts with subcontractors.

33. OTHER STATUARY GUARANTEES

- 33.1. If any of the goods covered by this order are subject to the Wool Products Labeling Act, the Fur Products Labeling Act, the Textile Fiber Products Identification Act, the Flammable Fabrics Act or any applicable local state or federal law or regulation, Contractor shall provide in writing the separate guarantees provided for under such acts, or shall provide an appropriate statement that a continuing guarantee has been filed in accordance with such acts and applicable rules and regulations of the Federal Trade Commission.
- 33.2. Trade Practices ACT, 71 P.S.773.110. It is unlawful for Contractor to furnish, in any public works project, aluminum or steel products made in a foreign country which is listed on the foreign registry docket as having been determined to be discriminating.
- 33.3. Public Works Employment Verification Act 141 of 2022 (replaced Act 127 of 2012). All public works contractors and subcontractors must utilize the Federal Government's E-Verify system (<https://www.e-verify.gov>) to ensure that all employees performing work on public works projects are authorized to work in the United States.
- 33.3.a. The PA Department of General Services defines a "Public Work" to be construction, reconstruction, demolition, alteration and/or repair work, other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000). This definition does not include work performed under a rehabilitation or manpower training program.
- 33.3.b. Reference: <https://www.dgs.pa.gov/Design-and-Construction/Public-Works-Employment-Verification>

34. THE TOWNSHIP'S RIGHT TO DO WORK

- 34.1. If the Contractor should be adjudged bankrupt, or if they make a general assignment for the benefit of their creditors, or if a receiver should be appointed on account of their insolvency, or if they should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workers or proper materials, or if they should fail to make prompt payment to subcontractors for material or labor, or if they should persistently disregard laws, ordinances or the instruction of the Township or otherwise be guilty of a substantial violation of any provision of the Contract, then the Township, upon the certificate of the Township or other authorized representative that sufficient cause exists to justify such action, may without prejudice to any other right or remedy and after giving the Contractor and their surety if any, ten (10) days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method the Township may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract sum shall exceed the expense of finishing the work

including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor when the work is completed. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Township as herein provided. The damage incurred through the Contractor's default, shall be certified by the Township or other authorized representative.

35. HIRED EQUIPMENT

- 35.1. If the Contractor shall fail to supply any equipment within the time specified after being requested so to do, or in the event Contractor shall furnish equipment which does not meet with the approval of the Purchasing Agent and shall fail to supply equipment in lieu thereof within five (5) days after notice, the Township shall be at liberty to hire such equipment elsewhere and, if Contractor shall be unable to justify any such delay in delivery to the satisfaction of the Purchasing Agent, whose judgment shall be final, Township shall be at liberty to terminate this Contract immediately upon giving written notice of termination to Contractor. It is expressly understood and agreed that if Township shall hire equipment elsewhere or terminate this Contract as hereinabove provided, it shall not thereby waive its right to damages or to any other redress to which it may be entitled against the Contractor and its surety by reason of the default of Contractor.

36. PAYMENT

- 36.1. The contractor shall prepare his requisition for partial payment as of the day of the month agreed upon and submit same in duplicate to the Township for approval. The amount of the payment due the contractor shall be determined by the total value of work completed to date, and deducting (1) ten percent (10%) of the total amount to be retained until final payment, and (2) the amount of all previous payments. The total value of work completed to date shall be based on the estimated quantities of work completed and on the lump sum firm prices contained in the Proposal.
- 36.2. For Public Works Contracts exceeding \$50,000.00, the sum or sums withheld by the contracting body from the contractor shall not exceed 10% of the amount due the contractor on the total amount of the contract until 50% of the contract is completed. The sum or sums withheld by the contracting body from the contractor after the contract is 50% completed shall not exceed 5% of value of completed work based on monthly progress payment requests.
- 36.3. The Contractor shall be paid in full unless otherwise stated within 30 days following the date of substantial completion, less only 1 and 1/2 times such amount as is required to complete any then remaining, incomplete, minor items, plus a reasonable retainage amount as determined solely by the Township or the Township Engineer. The total amount withheld from the Contractor may not exceed 5% of the value of completed work as detailed in 34.2. The remaining incomplete, minor items shall be certified by the Township Engineer or designated Township official and upon receipt by the contracting body of any guarantee bonds which may be required in accordance with the contract documents, to insure proper workmanship for a designated period of time. The certificate given by the Township Engineer or designated Township official shall list in detail each uncompleted item and a reasonable cost of completion. Final payment of any amount so withheld for the completion of the minor items shall be paid forthwith upon completion of the items in the certificate of the Township Engineer or designated official.

- 36.4. Payment will be made under goods contracts no more frequently than monthly based upon delivery acceptance and approval. Payments are generally made within thirty (30) days of receipt of invoice.
- 36.5. Each payment to the Contractor by the Township shall be made subject to submission by the Contractor of all written certifications required of him and his subcontractors.

37. QUANTITIES OF ESTIMATE

- 37.1. Whenever a bid is sought seeking a source of supply for a specified time for materials or services, whether or not on a unit price basis, the quantities of usage shown in any of the documents, including the proposal, are estimated only and are provided solely to enable the Township to compare bids. Except as herein otherwise specifically limited, the Township reserves the right to increase or diminish the quantities purchased as may be deemed reasonably necessary or desirable by the Township to complete the work contemplated by the contract. No guarantee or warranty is given or implied by the Township as to the total amount that may be purchased during the term of the contract. The contractor shall be responsible for supplying the Township's needs at the bid price.

38. CLAIMS FOR EXTRA COST

- 38.1. Any discrepancies which may be discovered between assumed and actual conditions shall at once be reported to the Township and work shall not proceed except at the Contractor's risk until written instructions have been received by him from the Township.
- 38.2. If the Contractor claims that any instructions involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions and in any event before proceeding to execute the work, submit his protest thereto in writing to the Township stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.
- 38.3. When the Township makes final payment and the Contractor accepts the same, the Township and the Contractor thereby waive all claims except those arising from:
 - 38.3.a. Unsettled liens, Claims, security interests or encumbrances arising out of the Contract;
 - 38.3.b. Failure of the Work to comply with the requirements of the Contract Documents; or
 - 38.3.c. Terms of special warranties required by the Contract Documents.

39. PERMITS, LICENSES AND TAXES

- 39.1. The Contractor shall procure all permits, licenses, approvals and Certificate of Inspection (electrical) and have a copy of said certificate on file in the Township prior to start of work. The Contractor shall comply with all laws, ordinances, rules, orders and regulations relating to the performance of the work, the protection of adjacent property and the maintenance of passageways, guard fences or other protective facilities.
- 39.2. The Contractor shall pay all applicable sales, consumer, use and other taxes for the work and shall obtain and pay for all licenses required by the Township unless otherwise specified. At Contractor's request, the Township will provide a Sales Tax Exempt Certificate. It shall be the Contractor's responsibility to contact the Commonwealth of Pennsylvania Department of Revenue to determine what items are exempt from this tax under ACT 45 of 1998.

40. RIGHT OF SET-OFF

- 40.1. The Township reserves a right of set-off against any monies due the Contractor by the Township for any and all final judgments secured in the name of the Township against the Contractor, any municipal claims filed by the Township against the Contractor, or any claim for monies owed the Township for municipal taxes. If the Township exercises its right of set-off, it shall give written notification to the contractor of the exercise of such right, the amount of the set-off and basis therefore.

41. TIME FOR COMPLETION AND LIQUIDATED DAMAGES

- 41.1. It is hereby understood and mutually agreed by and between the Contractor and Township that the date of beginning and the time for completion as specified in the Contract of work to be done hereunder are ESSENTIAL CONDITIONS of this contract; and it is further mutually understood and agreed that the work embraced in this contract shall be commenced on a date to be specified in the Notice to Proceed.
- 41.2. The Contractor agrees that said work shall be prosecuted regularly, diligently and without interruption at such rate of progress as will insure full completion thereof within the time specified. It is expressly understood and agreed by and between the Contractor and the Township that the time for the completion of the work described herein is a reasonable time for the completion of the same, taking into consideration the average climatic range and usual industrial conditions prevailing in this locality.
- 41.3. If the said Contractor shall neglect, fail or refuse to complete the work within the time herein specified or any proper extension thereof granted by the Township, then the Contractor does hereby agree as consideration for the awarding of this contract, to pay to the Township the amount specified in the contract, not as a penalty but as liquidated damages for such breach of contract as hereinafter set forth for each and every calendar day that the Contractor shall be in default after the time stipulated in the contract for completing the work.
- 41.4. The said amount of daily liquidated damages as specified in the Special Conditions, if any, is fixed and agreed upon by and between the Contractor and the Township because

of the impracticability and extreme difficulty of fixing and ascertaining the actual damages to which the Township would be entitled in such event, and the daily amount of liquidated damages as specified in the Special Conditions, if any, is agreed to be the amount of damages which the Township would sustain, and said amount shall be retained from time to time by the Township.

- 41.5. It is further agreed that time is of the essence for each and every portion of this contract and for the specifications wherein a definite and certain length of time is fixed for the performance of any act whatsoever; and where under the contract an additional time is allowed for the completion of any work. A request for an extension of time shall be submitted to the Purchasing Agent in writing. If approved, a Change Order will be issued to reflect the specific amount of time that the contract will be extended. The new time limit fixed by such extension shall be of the essence of this contract; Provided, that the Contractor shall not be charged with liquidated damages or any excess cost when the Township determined that the Contractor is without fault and the Contractor's reasons for the time extension are acceptable to the Township; Provided further, that the Contractor shall not be charged with liquidated damages or any excess cost when the delay in completion of the work is due:
- 41.5.a. To any preference, priority or allocation order duly issued by the Government;
 - 41.5.b. To unforeseeable cause beyond the control and without the fault or negligence of the Contractor, including but not restricted to acts of God or the public enemy, acts of the Owner, acts of another Contractor in the performance of contract with the Township, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes and severe weather; and
 - 41.5.c. To any delays of subcontractors or suppliers occasioned by any of the causes specified in subsections (a) and (b) of this article; Provided further, that the Contractor shall within ten (10) days from the beginning of such delay, unless the Township shall grant a further period of time prior to the date of final settlement of the contract, notify the Township in writing of the cause of delay, who shall ascertain the facts and extent of the delay and notify the Contractor within a reasonable time of its decision in the matter.

42. CONTRACTOR INTEGRITY

- 42.1. The Contractor represents, to the best of its knowledge and belief, and warrants that within the last five years neither the Contractor nor Contractor Related Parties have:
- 42.1.a. been indicted or convicted of a crime involving moral turpitude or business honesty or integrity in any jurisdiction;
 - 42.1.b. been suspended, debarred, or otherwise disqualified from entering into any contract with any governmental agency;
 - 42.1.c. had any business license or professional license suspended or revoked;
 - 42.1.d. had any sanction or finding of fact imposed as a result of a judicial or administrative proceeding related to fraud, extortion, bribery, bid rigging, embezzlement, misrepresentation or anti-trust; and
 - 42.1.e. been, and are not currently, the subject of a criminal investigation by any federal, state, or local prosecuting or investigative agency or civil anti-trust investigation by any federal, state, or local prosecuting or investigative agency.
- 42.2. Further Representations: By submitting any bills, invoices, or requests for payment pursuant to the Contract, the Contractor further represents that it has not violated any of these Provisions during the term of the Contract.
- 42.3. Notice: The Contractor shall immediately notify the Township, in writing, if at any time during the term of the Contract it becomes aware of any event that would cause the Contractor's certification or explanation to change. The Contractor acknowledges that the Township may, in its sole discretion, terminate the Contract for cause if it learns that any of the certifications made in these Contractor Integrity Provisions are currently false or misleading due to intervening factual circumstances or were false or misleading or should have been known to be false or misleading when entering into the Contract.
- 42.4. During the term of this Contract, the Contractor shall:
- 42.4.a. maintain the highest standards of honesty and integrity.
 - 42.4.b. take no action in violation of any applicable laws, regulations, or other requirements applicable to the Contractor that govern Township contracting administration.
 - 42.4.c. establish and implement a written business integrity policy that includes, at a minimum, the requirements of these Contractor Integrity Provisions as they relate to the Contractor's activity with the Township and ensure that its employees comply with the policy.
 - 42.4.d. not accept, agree to give, offer, confer, agree to confer, or promise to confer, directly or indirectly, any gratuity or pecuniary benefit to any person, or to influence or attempt to influence any person in violation of any federal or state law, regulation, executive order, statement of policy, management directive, or bulletin applicable to the award or the administration of this Contract.
 - 42.4.e. not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material under this Contract, unless the financial interest is disclosed to the Township in writing and the Township consents to Contractor's financial interest. The Contractor must disclose the financial interest to the Township at the time of submission of its bid, or if a Non-Solicitation Award Process is used, no later than the date the Contractor signs

- the Contract. The Township shall be deemed to have consented if the required disclosure is received and all of the required Township signatures are affixed.
- 42.4.f. comply with the requirements of the Lobbying Disclosure Act (65 Pa.C.S. § 13A01 et seq.) regardless of the method of award.
- 42.4.g. comply with the requirements of Section 1641 of the Pennsylvania Election Code (25 P.S. § 3260a) if this Contract was awarded pursuant to a Non-Solicitation Award Process.
- 42.4.h. immediately notify the Township and Commonwealth or the Office of the State Inspector General, in writing, when the Contractor has reason to believe that any breach of ethical standards as set forth in law, the Governor's Code of Conduct, or these Contractor Integrity Provisions has occurred or may occur, including, but not limited to, contact by a Commonwealth officer or employee, which, if acted upon, would violate the ethical standards.
- 42.5. If a State Inspector General investigation is initiated, the Contractor shall:
- 42.5.a. reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of the State Inspector General for investigations of the Contractor's compliance with the terms of this or any other agreement between the Contractor and the Township that results in the suspension or debarment of the Contractor. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 42.5.b. cooperate with the Office of the State Inspector General in its investigation of any alleged Commonwealth agency or employee breach of ethical standards and any alleged Contractor non-compliance with these Contractor Integrity Provisions and make identified Contractor employees and volunteers available for interviews at reasonable times and places.
- 42.5.c. upon the inquiry or request of an Inspector General, provide, or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Office of the State Inspector General to Contractor's integrity and compliance with these provisions. This information may include, but is not be limited to, the Contractor's business or financial records, documents or files of any type or form that refer to or concern this Contract.
- 42.6. Termination: For violation of any of these Contractor Integrity Provisions, the Township may terminate this Contract and any other contract with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these Contractor Integrity provisions, claim damages for all additional costs and expenses incurred in obtaining another Contractor to complete performance under this Contract, and debar and suspend the Contractor from doing business with the Township. These rights and remedies are cumulative, and the use or non-use of any one does not preclude the use of all or any other. These rights and remedies are in addition to those the Township and Commonwealth may have under law, statute, regulation, or otherwise.
- 42.7. Subcontracts: The Contractor shall include these Contractor Integrity Provisions in its contracts and subcontracts with all contractors and subcontractors providing goods or services under this Contract. The incorporation of this provision in the Contractor's contracts and subcontracts shall not create privity of contract between the Township,

Commonwealth, and any contractor or subcontractor, and no third-party beneficiaries are created by the inclusion of these provisions. If the Contractor becomes aware of a contractor's or subcontractor's violation of these provision, the Contractor shall use its best efforts to ensure their compliance with these provisions.

43. CONTRACTOR REPRESENTATIONS

- 43.1. Contractor represents for itself and its contractors and subcontractors required to be disclosed or approved by the Township, that as of the date of their bid submission, that neither the Contractor, nor any of its contractors and subcontractors, are under suspension or debarment by the Commonwealth or any governmental entity, instrumentality, or authority. If the Contractor cannot make this representation, the Contractor shall submit, along with their bid submission, a written explanation of why the certification cannot be made.
- 43.2. The Contractor represents that, as of the date of its bid submission, it has no tax liabilities or other Commonwealth obligations, or has filed a timely administrative or judicial appeal, if any liabilities or obligations exist, or is subject to a duly approved deferred payment plan if any liabilities exist.
- 43.3. Notification: The Contractor shall notify the Commonwealth and Township if, at any time during the term of the Contract, it becomes delinquent in the payment of taxes, or other Commonwealth obligations, or if it or, to the best of its knowledge, any of its contractors or subcontractors are suspended or debarred by the Commonwealth, the federal government, or any other state or governmental entity. The Contractor shall provide this notification within 15 days of the date of suspension or debarment.
- 43.4. Default: The Contractor's failure to notify the Commonwealth and Township of its suspension or debarment by the Commonwealth, federal government, or any other state or governmental entity constitutes an event of default of the Contract with the Township.
- 43.5. Reimbursement: The Contractor shall reimburse the Commonwealth for the reasonable costs of investigation incurred by the Office of State Inspector General for investigations of the Contractor's compliance with the terms of this Contract or any other agreement between the Contractor and the Township that results in the suspension or debarment of the Contractor. These costs include, but are not limited to, salaries of investigators, including overtime; travel and lodging expenses; and expert witness and documentary fees. The Contractor shall not be responsible for investigative costs for investigations that do not result in the Contractor's suspension or debarment.
- 43.6. Suspension and Debarment List: The Contractor may obtain a current list of suspended and debarred Commonwealth contractors by visiting the eMarketplace website at <https://www.emarketplace.state.pa.us> and clicking the Debarment list tab.

44. DEBARMENT BY TOWNSHIP

Debarment is action by the Township to exclude individuals or firms from contracting with the Township for a specified period of time. The Purchasing Agent may debar a vendor for cause by written notification, which shall include the reasons for debarment, and the period it remains in effect. The following actions are causes that may result in debarment:

- 44.1. Unsatisfactory performance on a contract with a public body, including but not limited to, failure to comply with contract terms and conditions or to meet specification/scope of services requirements.
- 44.2. Offering any gift, gratuity, favor, or advantage to any Township employee that exercises official responsibility for procurement transactions.
- 44.3. Failing to disclose a condition constituting a conflict of interest of an officer, director, owner, or partner of the vendor in a contract or purchase order awarded by the Township.
- 44.4. Conviction of any officer, director, owner, partner, or agent of the vendor of any criminal offense involving public contracting.
- 44.5. Court judgment finding a violation of Federal or State antitrust law.
- 44.6. Conviction of any criminal offense, or a judgment in civil litigation which indicates a lack of moral or business integrity.

During the period of debarment, a vendor will not be eligible to receive solicitations, contract awards, or have contracts renewed or extended. It is the vendor's responsibility to request reinstatement at the end of the debarment period.

45. RIGHT TO KNOW ACT

- 45.1. The Pennsylvania Right-to-Know Law, 65 P.S. §§ 67.101-3104, ("RTKL") applies to this Contract.
- 45.2. If the Commonwealth or Township needs the Contractor's assistance in any matter arising out of the RTKL related to this Contract, the Commonwealth or Township shall notify the Contractor that it requires the Contractor's assistance, and the Contractor shall provide to the Commonwealth or Township:
 - 45.2.a. access to, and copies of, any document or information in the Contractor's possession (Requested Information) arising out of this Contract that the Commonwealth or Township reasonably believes is a public record under the RTKL, within ten calendar days after receipt of written notification; and
 - 45.2.b. any other assistance as the Commonwealth or Township may reasonably request, in order to comply with the RTKL with respect to this Contract.
- 45.3. Trade Secret or Confidential Proprietary Information: If the Contractor considers the Requested Information to include a Trade Secret or Confidential Proprietary Information, as those terms are defined by the RTKL, or other information that the Contractor considers

exempt from production under the RTKL, the Contractor shall notify the Commonwealth or Township and provide, within seven calendar days of receipt of the written notice a written statement, signed by a representative of the Contractor, that explains why the requested material is exempt from public disclosure under the RTKL. If the Commonwealth or Township determines that the Requested Information is clearly not exempt from disclosure, the Contractor shall provide the Requested Information to the Commonwealth or Township within five business days of receipt of written notice of the Commonwealth or Township's determination.

- 45.4. Commonwealth / Township Reimbursement: If the Contractor fails to provide the Requested Information and the Commonwealth or Township is ordered to produce the Requested Information, the Contractor shall reimburse the Commonwealth or Township for any damages, penalties, or costs that the Commonwealth or Township may incur as a result of the Contractor's failure, including any statutory damages assessed against the Commonwealth or Township.
- 45.5. Contractor Reimbursement if requested by the Commonwealth: Commonwealth will reimburse the Contractor for any costs that the Contractor incurs as a direct result of complying with these provisions only to the extent allowed under the fee schedule established by the Office of Open Records or as otherwise provided by the RTKL.
- 45.6. Challenges of Commonwealth or Township Release: The Contractor may file a legal challenge to any Commonwealth or Township decision to release a record to the public with the Office of Open Records, or in the Pennsylvania Courts, however, the Contractor shall reimburse the Commonwealth or Township for any legal expenses incurred by the Commonwealth or Township as a result of the challenge, including any damages, penalties or costs that the Commonwealth or Township may incur as a result of the Contractor's legal challenge, regardless of the outcome.
- 45.7. Waiver: As between the parties, the Contractor waives all rights or remedies that may be available to it as a result of the Commonwealth and/or Township's disclosure of Requested Information pursuant to the RTKL.
- 45.8. Survival: The Contractor's obligations contained in this Section survive the termination or expiration of this Contract.

46. SALES TAX EXEMPTION (CONSTRUCTION CONTRACTS)

- 46.1. Sales Tax: In accordance with PA Act No. 45 of 1998, the contractor may be tax exempt from state sales tax on select items (Building Machinery & Equipment) being incorporated into this project. Each prime contractor purchasing the materials not specifically tax exempt under the tax code shall pay the sales tax for those materials.
- 46.2. Township is exempt (excluded) from sales or use tax in Pennsylvania on certain transactions. Contractor and all subcontractors shall bid and shall purchase as exempt (excluded) from Pennsylvania sales and use tax on all tangible personal property within the definition of "building machinery & equipment" as defined in Act No. 45-1998. The following definition of "building machinery & equipment" is quoted from the Act and has been included to assist the contractor. Each contractor is responsible for complying with the full Act 45-1998 as applicable to this project.
- 46.3. Building Machinery & Equipment: Generation Equipment, storage equipment, air conditioning equipment, distribution equipment and termination equipment which shall be limited to the following:
- 46.3.a. Air conditioning; limited heating, cooling, purification, humidification, dehumidification and ventilation.
 - 46.3.b. Electrical
 - 46.3.c. Plumbing
 - 46.3.d. Communications; limited to voice, video, data, sound, master clock and noise abatement.
 - 46.3.e. Alarms; limited to fire, security and detection.
 - 46.3.f. Control Systems; limited to energy management, traffic, parking lot and building access.
 - 46.3.g. Medical systems; limited to diagnostic & treatment equipment and medical gas
 - 46.3.h. Laboratory System
 - 46.3.i. Cathodic Protection system.
 - 46.3.j. Furniture, cabinetry and kitchen equipment.
- 46.4. The term shall include boilers, chillers, air cleaners, humidifiers, fans, switchgear, pumps, telephones, speakers, horns, motion detectors, dampers, actuators, grills, registers, traffic signals, sensors, card access devices, guardrails and medical devices, floor troughs and grates, laundry equipment, together with integral coverings and enclosures, whether or not the item is physically located within a real estate structure. The term "building machinery & equipment" shall not include guardrail posts, pipes, fittings, pipe supports and hangers, valves, underground tanks, wire conduit, receptacle and junction boxes, insulation, duct work and coverings thereof.

TOWNSHIP OF LOWER MERION

EXHIBIT “C”

INSTRUCTIONS TO BIDDERS

Revised 02/05/2026

INSTRUCTION TO BIDDERS

The Conditions and Instructions which follow apply to all purchases and become a definite part of each formal invitation to bid, purchase order or other award issued by the Township Board of Commissioners or Township Manager unless otherwise specified. Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and they cannot secure relief on a plea of error.

The Township Manager is authorized to enter into contract for all purchases with an estimated value up to \$25,000.00 and for projects with an estimated value of up to \$50,000.00 for contracts that are defined as "Maintenance, repair or replacement to a public work provided they do not constitute new additions, extensions or enlargements of existing facilities and equipment".

The Board of Commissioners reserves the right to reject any or all bids or parts thereof or to waive any informality or irregularity as deemed in the best interest of the Township of Lower Merion.

Bids on all advertisements and invitations issued by the Department of Finance, Purchasing Division will bind bidders to applicable conditions and requirements herein set forth unless otherwise specified in the Special Conditions, subject to State and Federal laws.

1 METHOD FOR SUBMITTING BIDS

- 1.1 The Bidder shall submit their bids electronically via the PennBid Program (<https://pennbid.bonfirehub.com>), which shall include completion of the RFI and Pricing forms, together with any other Exhibits that may be requested herein.
- 1.2 Wherever in EXHIBIT "A", PROPOSAL, a signature is required, it must be signed by an officer or employee having the authority to bind the company or firm by his signature.
- 1.3 A bid is invalid if it has not been submitted in the manner listed above prior to the time and date for receipt of bids indicated in the Advertisement or Invitation to Bid, or prior to any extension thereof issued to the bidders.

2 BID ITEMS

- 2.1 If Exhibit "A", PROPOSAL indicates that the Township will accept partial bids, bidders may bid on any item they can furnish and awards by the Township will be determined in accordance with the bid for each individual item, unless awarding a combination of partial bids will result in an overall savings and/or operational benefits would result to the Township.
- 2.2 If Exhibit "A", PROPOSAL indicates that partial bids will not be accepted, then bidders must bid on all items.
- 2.3 When there is a PennBid excel worksheet and matching "bid sheet" portion of EXHIBIT "A", PROPOSAL:
 - 2.3.a The PennBid excel worksheet must be completed.
 - 2.3.b Although the "bid sheet" portion of EXHIBIT "A", PROPOSAL is optional to complete, it is strongly recommended that bidders complete it in case there's a discrepancy. For example, bidder inadvertently inputs the total amount instead of unit price into the PennBid excel worksheet and it's listed correctly on the EXHIBIT "A", PROPOSAL "bid sheet" portion.
 - 2.3.c Refer to Section 1 above regarding required sections of EXHIBIT "A", PROPOSAL.

3 PROPOSAL GUARANTEE

- 3.1 Each Proposal shall be accompanied by a Proposal Guarantee payable to the "Treasurer of Lower Merion Township" to ensure the execution of the Contract and of the applicable Surety Bonds by the bidder. Such Proposal Guarantee shall be in the form of a Bid Bond, Irrevocable Letter of Credit, Certified Check or a Cashier's Check, drawn by the Bidder to the "Treasurer of Lower Merion Township". No other form of Proposal Guarantee will be acceptable. The proposal guarantee shall be in the amount of ten percent (10%) of the total bid amount. Failure to provide a proposal guarantee will result in an automatic non-responsive bid and will not be considered for an award. **If the proposal guarantee is in the form of a Bid Bond, signature of both the Surety and Vendor must appear on the Bid Bond.**
- 3.1.a Scan and Uploaded to PennBid; Original not required
- 3.1.a.1 Bid Bond
- 3.1.a.2 Irrevocable Letter of Credit
- 3.1.b Original Sent to Township of Lower Merion and Received before Bid Opening
- 3.1.b.1 Certified Check
- 3.1.b.2 Cashier's Check
- 3.2 When originals are required: Proposal guarantees will be returned to all except the two (2) lowest bidders within five (5) days after award of bid has been made by the Board of Commissioners or the Township Manager. The proposal guarantee of such two (2) lowest bidders will be held until the contract is signed and executed by the successful bidder and all Surety Bonds are approved by the Township Solicitor. The second successful bidder shall then receive his/her proposal guarantee.

4 EXECUTION OF THE CONTRACT

- 4.1 THE BIDDER TO WHOM THE AWARD SHALL HAVE BEEN MADE MUST EXECUTE THE CONTRACT AND RETURN IT, TOGETHER WITH PROPERLY EXECUTED BONDS AND INSURANCE CERTIFICATE, TO THE DEPARTMENT OF FINANCE, PURCHASING DIVISION, 75 EAST LANCASTER AVENUE, ARDMORE, PA WITHIN TEN (10) BUSINESS DAYS AFTER HAVING BEEN NOTIFIED TO DO SO. If the Bidder to whom the Contract shall have been awarded fails, refuses or neglects to return the Contract, bonds and insurance certificate as herein provided, the Township of Lower Merion reserves the right to retain the Proposal Guarantee as liquidated damages, or to take such action as it deems appropriate including legal action for damages or specific performance. The Township will not be bound by the terms of the contract until it has been properly executed by an authorized official.

5 FAILURE TO BID

- 5.1 If you do not bid, please return the bid document, state the reason thereon and request that your name be retained on our mailing list, otherwise, your name may be removed from our bid mailing list.

6 ADDENDA

- 6.1 Prior to receipt of bids, any Addenda will be delivered to each person or firm recorded as having received the bidding documents and will be available for inspection at the aforementioned office.
- 6.2 Bidders shall acknowledge receipt of all Addenda which have been issued during the period of bidding and agree that said Addenda shall become part of this contract. Bidders shall list the numbers and issuing dates

of Addenda received and acknowledge same on the appropriate page provided in EXHIBIT "A", PROPOSAL.

- 6.3 Each bidder shall examine the bidding documents carefully and not later than seven (7) business days prior to the date of receipt of bids shall make written request via the "Questions" feature within PennBid for interpretation or correction of ambiguity, inconsistency or error therein which he may discover. Any interpretation or correction will be issued as an Addendum by the Purchasing Agent. Only a written interpretation or correction by Addendum will be binding. No bidder shall rely upon any interpretation or correction given by any other methods.
- 6.4 No Addenda will be issued later than (4) four business days prior to the date for receipt of bids except an Addendum withdrawing the request for bids or one which includes postponement for the date for receipt of bids.

7 WITHDRAWAL OF BIDS

- 7.1 No bidders may withdraw their bids unless the request is made in writing and is received by the Township prior to the time set for bid opening. Requests for withdrawal of bids after bid opening due to clerical error shall be made in accordance with Commonwealth of Pennsylvania (Act 4 of 1974, 73 P.S. 1602; 1974 P.L. 9, No. 4).
- 7.2 A claim for a right to withdraw a bid must be made within two (2) business days after the opening of bids. A bid withdrawal may only be considered if an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services was made directly in the compilation of the bid.

Written notice must be either mailed or personally delivered to the Township Purchasing Agent within the time specified. Notice is to contain credible evidence asserting reasons for bid withdrawal claim.

8 PROPOSAL FORM - MISTAKES & ERRORS

- 8.1 Bidders may revise or withdraw their bids in PennBid at any time prior to the due date and time listed in the Advertisement or Invitation to Bid.
- 8.2 Changes will not be accepted after bids are opened.

9 COLLUSIVE BIDS

- 9.1 The proposal of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one proposal in such a manner as to make it appear that the proposals submitted are on a competitive basis from different parties shall be considered a collusive bidder.
- 9.2 Each Bidder shall complete, sign, and notarize the *Non-Collusion Affidavit of Prime Bidder* at the end of this Exhibit and enclose it with the Proposal.

10 Public Works Employment Verification

- 10.1 Each Bidder shall complete, sign, and notarize the *Public Works Employment Verification Form* at the end of this Exhibit and enclose it with the Proposal.

Forms For Inclusion with Bid Submission

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

STATE OF _____
COUNTY OF _____

PROJECT _____
CONTRACT NUMBER _____

I, _____, state that I am the _____ of _____,
Name of Bidder *Title* *Firm or Company*
and that I am authorized to make this Affidavit on behalf of my Firm or Company and its owners, directors and officers. I am the person responsible in my Firm or Company for the prices 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 the Bid, and neither the approximate price(s) nor the approximate amount of this Bid have been disclosed to any other firm or person who is bidder or potential bidder and they will not be 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) Neither the said Bidder nor any of its officers, partners, owners, representatives, employees or parties in interest, including this affidavit, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other Bidder, or, to fix any overhead, profit or cost element of the bid price or the bid price of any other Bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the TOWNSHIP OF LOWER MERION to which the attached Bid is being submitted or any person interested in the proposed Contract; and
- (5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any of its agents, representatives, owners, employees, or parties in interest, including this affidavit.

(6) _____, its affiliates, subsidiaries, officers, directors and employees are not currently
Firm or Company
under investigation by any governmental agency and have not in the last four years been convicted or found liable of 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 _____ understand and acknowledge that the above representations are true
Firm or Company
and relied on by the Agency in awarding the contract(s) for which this bid is submitted. I understand and my Firm or Company understands that any misstatement in this Affidavit is and shall be treated as fraudulent concealment from the Agency of the true facts relating to the submission of bids for this contract.

Subscribed and sworn to before me this
_____ day of _____, 20_____.

Firm or Company

(Signature of Notary)

Name of Bidder, Title

(Title)

Signature of Bidder

My commission expires _____



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:** _____

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REFER TO DRAWINGS

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Type of the Contract.
 - 3. Use of premises.
 - 4. Owner's occupancy requirements.
 - 5. Work restrictions.
 - 6. Specification formats and conventions.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Gladwyne Fire Company Apron & Engine Room Floor Repairs
 - 1. Project Location: 1044 Black Rock Rd, Gladwyne, PA 19035
 - 2. Owner: Township of Lower Merion
75 East Lancaster Avenue, Ardmore, PA 19003
- B. The Contractor's bid submission is confirmation that the Contractor has completely familiarized themselves with the Contract Drawings and Specifications. The Contractor has agreed to provide the necessary labor, materials, and supervision to complete the contract. Installation of each system, items, etc shall be in a neat and professional workmanlike manner in accordance with the best practices of the industry and in compliance with all federal, state, and Township codes and regulations, as well as, any other authorities having jurisdiction. In the event of conflicting provisions within the specifications and / or drawings, the more stringent shall take precedence, unless otherwise stated and approved by the engineer.
- C. Contractor shall prepare their bid on particular material specified. Following award of contract, should Contractor desire to use some other material, they shall submit to Engineer a written request for such change and in same shall state advantage to the Engineer and saving or additional cost involved by substitution. Determination as to whether or not such change will be permitted rests solely with the Engineer.
- D. "Means and methods" are the sole responsibility of the contractor. If needed, the Contractor shall include in their bid any temporary removal / disconnect of existing features / utilities, and

the reinstallation / restoration / replacement of the same in an at least equal condition prior to the start of work.

- E. The Contractors shall furnish all materials, implements, machinery, equipment, tools, supplies, transportation, construction layout, labor and supervision required to complete the proposed items as shown on the contract drawings and specified herein. It shall be the responsibility of the Contractors to proceed with the work in the manner and within such limitations as may be prescribed by the Engineer and to coordinate their activities with other Contractors working on the project in a manner as to not cause any delay and/or damage to work already performed.

1.4 TYPE OF CONTRACT

- A. Project will be constructed under a single prime contract.

1.5 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.
- C. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Owner Occupancy: Allow for Owner occupancy of Project site and use by the public.
 - 2. Driveways and Entrances: Keep driveways, loading areas, and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.
- E. Any damage caused by construction activities to the existing features and structures on the premises, including, but not limited to, the building and the driveway shall be repaired by the Contractor(s) (at their own expense) to the satisfaction of the owner.
- F. Personal Conduct on the Premises: Each contractor shall be responsible for orderly, professional and courteous behavior of their employees. This shall include, but not be limited to, avoiding the following: foul language, loud music, or radios. The General Contractor, the owner's representatives, or Engineer have the rights to verbally warn an individual's supervisor of such behavior and/or issue a warning notice. Two written warnings concerning the same individual shall warrant removal from the premises.

- G. Parking of Contractor's vehicles is under the discretion of the owner and will be provided onsite.
- H. It is imperative that the Contractor coordinate hours of construction with the owner. The owner will occupy the premises during the entire construction period. The premises must remain in full operation during the construction period.
- I. Upon completion of the Work, the Contractor shall clean up and restore the area of their operating in accordance with the Contract Documents and to the condition at least equal to original conditions. All restoration shall be included in the Contractor's bid. Damage to the premises outside of indicated limit of work shall be the sole responsibility of the Contractor and restoration of the same shall be made at the Contractor's sole expense.

1.6 OWNER'S OCCUPANCY REQUIREMENTS

- A. Full Owner Occupancy: Owner will occupy site and building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits, unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
 - 2. Provide not less than seventy two (72) hours' notice to Owner of activities that will affect Owner's operations.
- B. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

1.7 WORK RESTRICTIONS

- A. On-Site Work Hours: Work shall be generally performed inside the existing building during normal business working hours of 8 a.m. to 6 p.m., Monday through Friday, except otherwise indicated.
- B. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner.
- C. Contractor shall comply with the Township Noise Ordinance: <https://ecode360.com/26773418>.

1.8 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 50-division format and CSI/CSC's "MasterFormat" numbering system.

1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
 2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

1.9 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.
- B. This section includes administrative and procedural requirements for unit prices, contingencies, and alternates.

1.3 DEFINITIONS

- A. Schedule of Values: A statement furnished by Contractor allocating portions of the Contract Sum to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.
- B. Unit price: An amount proposed by bidders, stated on the Bid Form, as a price per unit of measurement for materials or services to be performed under the contract. Unit prices are used for partial payment for work performed and for change orders for additions to and / or deductions from the scope of work as defined by the Contract Documents. Unit prices include all necessary material, plus cost for delivery, installation, insurance, surety bonds, applicable taxes, overhead, and profit.
 - 1. The Contractor shall make adjustments to their Unit Price bid to compensate for any work and/or materials that they believe is necessary beyond the minimum limits noted on the contract drawings and in Exhibit "A" (Proposal).
 - 2. Where estimated quantities are shown for earthwork, these quantities are for reference only and do not account for shrink and swell factors.
- C. Contingency: A provision for additional work that may be needed, but will not be known until certain construction is underway.
- D. 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 – BASE BID

- A. The Contractor will be paid the lump sum price bid for the completion of the project as described in the contract documents (drawings, specifications, standards). Final payment for the Base Contract items shall be made for the amount shown for “Total Lump Sum Price Bid for the Base Contract” in Exhibit “A” of the bid package (Proposal) for performing the work to the extent shown on the Plans. The unit prices provided in the bid shall be used for partial payments during construction and change orders for additions to and / or deductions from the scope of work as defined by the Contract Documents.

If the actual quantity of any item is more or less than what is stated in the bid, and is within the base contract scope of work, the Contractor shall not be entitled to compensation over or above nor less than the lump sum price bid for the project. If the base contract scope of work is decreased, the Contractor shall have no claim for damages on the basis of loss of anticipated profits.

The Contractor shall make adjustments to their Unit Price and Lump Sum prices bid to compensate for any work and/or materials that he believes is necessary beyond the minimum limits and quantities noted on the contract drawings and in Exhibit “A” (Proposal). All quantities of additional work and material will be determined by the Engineer in accordance with working lines specified in the contract documents.

1.5 PROCEDURES - CONTINGENCY

- A. When a Contingency Item is for additional quantities beyond the Base Bid quantity, the unit price for the Contingency shall be the same as for the Base Bid, where applicable.
- B. The Contingency Item(s) shall be performed only at the direction of the Engineer.
- C. The Engineer shall be notified at least two days in advance of anticipated work done under the Contingency Item(s).
- D. Final payment for each Contingency item shall be based on the quantities of those items that are performed (as determined by the Engineer) and the unit prices provided on the Bid Form. The modification to the contract to include actual contingency items implemented will be through a change order.

1.6 PROCEDURES - ALTERNATE

- 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.

1.7 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule.
 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including the following:
 - a. Application for Payment forms with Continuation Sheets.
 - b. Submittals Schedule.
 - c. Contractor's Construction Schedule.
 2. Submit the Schedule of Values to Engineer at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Engineer's project number.
 - c. Contractor's name and address.
 - d. Date of submittal.
 2. Submit draft of AIA Document G703 Continuation or approved equal.
 3. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
 - a. Related Specification Section or Division.
 - b. Description of the Work.
 - c. Name of manufacturer or fabricator.
 - d. Name of supplier.
 - e. Change Orders (numbers) that affect value.
 - f. Dollar value.

- 1) Percentage of the Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
4. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
5. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
6. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - a. Differentiate between items stored on-site and items stored off-site. If specified, include evidence of insurance or bonded warehousing.
7. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.
8. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
9. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
10. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.8 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Engineer and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets, or approved equal, as form for Applications for Payment.
- D. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Engineer will return incomplete applications without action.

1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- E. Transmittal: Submit 1 signed and notarized PDF of each Application for Payment to Engineer by a method ensuring receipt within 24 hours. One copy shall include waivers of lien and similar attachments if required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- F. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. Schedule of Values.
 2. Contractor's Construction Schedule (preliminary if not final).
 3. Products list.
 4. Submittals Schedule (preliminary if not final).
 5. Copies of building permits.
 6. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 7. Initial progress report.
 8. Report of preconstruction conference.
 9. Certificates of insurance and insurance policies.
 10. Performance and payment bonds.
 11. Data needed to acquire Owner's insurance.
 12. Initial settlement survey and damage report if required.
- G. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- H. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. Contractor's Release.
 5. Consent of Surety to Final Payment.
 6. Evidence that claims have been settled.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF CONTINGENCY

1. Refer to Exhibit "A".

3.2 SCHEDULE OF ALTERNATES

1. Refer to Exhibit "A".

END OF SECTION 012900

SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for documenting the progress of construction during performance of the Work, including the following:
 - 1. Contractor's Construction Schedule.
 - 2. Construction schedule updating reports.
 - 3. Daily construction reports.
 - 4. Site condition reports.
 - 5. Unusual event reports.
- B. Related Requirements:
 - 1. Section 012900 "Payment Procedures" for schedule of values and requirements for use of cost-loaded schedule for Applications for Payment.
 - 2. Section 014000 "Quality Requirements" for schedule of tests and inspections.

1.2 INFORMATIONAL SUBMITTALS

- A. Format for Submittals: Submit required submittals in the following format:
 - 1. Working electronic copy of schedule file.
 - 2. PDF file.
- B. Contractor's Construction Schedule: Initial schedule, of size required to display entire schedule for entire construction period.
 - 1. Submit a working digital copy of schedule, using software indicated, and labeled to comply with requirements for submittals.
- C. Construction Schedule Updating Reports: Submit when applicable.
- D. Daily Construction Reports: Submit at weekly intervals.
- E. Site Condition Reports: Submit at time of discovery of differing conditions.
- F. Unusual Event Reports: Submit at time of unusual event.

1.3 CONTRACTOR'S CONSTRUCTION SCHEDULE

- A. Time Frame: Extend schedule from date established for the Notice to Proceed to date of Substantial Completion and Final Completion.
 - 1. Contract completion date to not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by Change Order.

- B. Activities: Separate numbered activity for each main element of the Work. Comply with the following:
1. Procurement Activities: Include procurement process activities for the following long lead-time items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
 2. Submittal Review Time: Include review and resubmittal times indicated in Section 013300 "Submittal Procedures" in schedule. Coordinate submittal review times in Contractor's Construction Schedule with submittal schedule.
 3. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Architect's administrative procedures necessary for certification of Substantial Completion.
 4. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and Final Completion.
- C. Contractor's Construction Schedule Updating: Update schedule to reflect actual construction progress and activities.
1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate Final Completion percentage for each activity.
- D. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- E. Distribution: Distribute copies of approved schedule to Architect, Owner, separate contractors, testing and inspecting agencies, and other parties identified by Contractor with a need-to-know schedule responsibility.

1.4 REPORTS

- A. Daily Construction Reports: Prepare a daily construction report recording the following information concerning events at Project site, when and where applicable:
1. List of subcontractors at Project site.
 2. List of separate contractors at Project site.
 3. Approximate count of personnel at Project site.
 4. Equipment at Project site.
 5. Material deliveries.
 6. High and low temperatures and general weather conditions, including presence of rain or snow.
 7. Testing and inspection.

8. Accidents.
 9. Meetings and significant decisions.
 10. Unusual events.
 11. Stoppages, delays, shortages, and losses.
 12. Emergency procedures.
 13. Orders and requests of authorities having jurisdiction.
 14. Change Orders received and implemented.
 15. Change Directives received and implemented.
 16. Services connected and disconnected.
 17. Partial completions and occupancies.
 18. Substantial Completions authorized.
- B. Site Condition Reports: Immediately on discovery of a difference between site conditions and the Contract Documents, prepare and submit a detailed report. Submit with a Request for Information. Include a detailed description of the differing conditions, together with recommendations for changing the Contract Documents.
- C. Unusual Event Reports: When an event of an unusual and significant nature occurs at Project site, whether or not related directly to the Work, prepare and submit a special report. List chain of events, persons participating, responses by Contractor's personnel, evaluation of results or effects, and similar pertinent information. Advise Owner in advance when these events are known or predictable.
1. Submit unusual event reports directly to Owner within one day of an occurrence. Distribute copies of report to parties affected by the occurrence.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013200

SECTION 013233 - PHOTOGRAPHIC DOCUMENTATION

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for the following:
 - 1. Preconstruction photographs and video recordings.
 - 2. Concealed Work photographs video recordings.
 - 3. Periodic construction photographs video recordings.
 - 4. Final Completion construction photographs video recordings.
- B. Related Requirements:
 - 1. Section 017700 "Closeout Procedures" for submitting photographic documentation as Project Record Documents at Project closeout.

1.2 INFORMATIONAL SUBMITTALS

- A. Key Plan: Submit key plan of Project site and building with notation of vantage points marked for location and direction of each photograph and video recording . Indicate elevation or story of construction. Include same information as corresponding photographic documentation.
- B. Video Recordings and Digital Photographs: Submit files within seven calendar days of taking photographs.
 - 1. Submit electronically by providing link to Contractor's website or cloud service, or similar methods. Include copy of key plan indicating each photograph's location and direction.
 - 2. Identification: Provide the following information with each image description in file metadata tag:
 - a. Name of Project.
 - b. Name and contact information for photographer.
 - c. Name of Engineer / Architect.
 - d. Name of Contractor.
 - e. Date video / photograph was taken.
 - f. Description of location, vantage point, and direction.
 - g. Unique sequential identifier keyed to accompanying key plan.

1.3 QUALITY ASSURANCE

- A. Photographer Qualifications: An individual who has been regularly engaged as a professional photographer of construction projects for not less than three years.

1.4 FORMATS AND MEDIA

- A. Digital Photographs: Provide color images in JPG format, produced by a digital camera with minimum sensor size of 12 megapixels, and at an image resolution of not less than 3200 by 2400 pixels , and with vibration-reduction technology . Use flash in low light levels or backlit conditions.
- B. Digital Video Recordings: Provide high-resolution, digital video in MPEG format, produced by a digital camera with minimum sensor resolution of 12 megapixels and capable of recording in full high-definition mode with vibration-reduction technology . Provide supplemental lighting in low light levels or backlit conditions.
- C. Digital Images: Submit digital media as originally recorded in the digital camera, without alteration, manipulation, editing, or modifications using image-editing software.
- D. Metadata: Record accurate date and time and GPS location data from camera.
- E. File Names: Name media files with date, sequential numbering suffix, and Project area description.

1.5 CONSTRUCTION PHOTOGRAPHS AND VIDEO RECORDINGS

- A. General: Take photographs with maximum depth of field and in focus.
 - 1. Maintain key plan with each set of construction photographs that identifies each photographic location.
- B. Video Narration: Describe scenes on video recording by audio narration during video recording is recorded. Include description of items being viewed, recent events, and planned activities. At each change in location, describe vantage point, location, direction (by compass point), and elevation or story of construction.
 - 1. Confirm date and time at beginning and end of recording.
 - 2. Begin each video recording with name of Project, Contractor's name, videographer's name, and Project location.
- C. Preconstruction Photographs and Videos: Before commencement of the Work, take photographs and videos of Project site and surrounding properties, including existing items to remain during construction, from different vantage points, as directed by Engineer / Architect.
 - 1. Identify excavation areas and construction limits before taking construction photographs and videos.
 - 2. Take photographs and videos to show existing conditions adjacent to property before starting the Work.
 - 3. Take photographs and videos of existing buildings either on or adjoining property, to accurately record physical conditions at start of construction.
 - 4. Take additional photographs and videos as required to record settlement or cracking of adjacent structures, pavements, and improvements.
- D. Concealed Work Photographs and Videos: Before proceeding with installing work that will

conceal other work, take photographs and videos sufficient in number, with annotated descriptions, to record nature and location of concealed Work, including, but not limited to, the following:

1. Subgrade
 2. Substrate
- E. Periodic Construction Photographs and Videos: Take photographs and videos coinciding with the cutoff date associated with each Application for Payment or more frequently. Select vantage points to show status of construction and progress since last photographs were taken.
- F. Final Completion Construction Photographs and Videos: Take photographs and videos after date of Substantial Completion for submission as Project Record Documents. Engineer / Architect will inform of desired vantage points.
- G. Additional Photographs and Videos: Engineer / Architect may request photographs and videos in addition to periodic photographs specified if prior photographs and videos are insufficient.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 013233

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for submitting Applications for Payment and the Schedule of Values.
 - 2. Division 01 Section "Quality Requirements" for submitting test and inspection reports.
 - 3. Division 01 Section "Closeout Procedures" for submitting warranties.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's responsive action. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.

- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Engineer will advise Contractor when a submittal being processed must be delayed for coordination.
 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 3. Resubmittal Review: Allow 15 days for review of each resubmittal.
 4. Sequential Review: Where sequential review of submittals by Engineer's consultants, Owner, or other parties is indicated, allow 21 days for initial review of each submittal.
 5. Concurrent Consultant Review: Where the Contract Documents indicate that submittals may be transmitted simultaneously to Engineer and to Engineer's consultants, allow 15 days for review of each submittal. Submittal will be returned to Engineer before being returned to Contractor.
- D. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- E. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using the attached transmittal form. Engineer will discard submittals received from sources other than Contractor.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Use only final submittals with mark indicating "Approved" or "Approved as Noted" taken by Engineer.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.

2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Mill reports.
 - i. Standard product operation and maintenance manuals.
 - j. Compliance with specified referenced standards.
 - k. Testing by recognized testing agency.
 - l. Application of testing agency labels and seals.
 - m. Notation of coordination requirements.
 4. Submit Product Data before or concurrent with Samples.
 5. Number of Copies: Submit electronic copy of Product Data, unless otherwise indicated. Engineer will return electronically.
- C. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 - a. Samples that may be incorporated into the Work are indicated in individual Specification Sections. Such Samples must be in an undamaged condition at time of use.
 - b. Samples not incorporated into the Work, or otherwise designated as Owner's property, are the property of Contractor.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer will return submittal with options selected.
 - b. Electronic submissions will be rejected.

5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - b. If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show approximate limits of variations.
- D. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- E. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit two copies of each submittal, unless otherwise indicated. Engineer will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
 3. Test and Inspection Reports: Comply with requirements specified in Division 01 Section "Quality Requirements."
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.
- C. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- D. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- E. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- F. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.

- G. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- H. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- I. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project. Include the following information:
 - 1. Name of evaluation organization.
 - 2. Date of evaluation.
 - 3. Time period when report is in effect.
 - 4. Product and manufacturers' names.
 - 5. Description of product.
 - 6. Test procedures and results.
 - 7. Limitations of use.
- J. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- K. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- L. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- M. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- N. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- O. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer. Include the following, as applicable:
 - 1. Preparation of substrates.

2. Required substrate tolerances.
 3. Sequence of installation or erection.
 4. Required installation tolerances.
 5. Required adjustments.
 6. Recommendations for cleaning and protection.
- P. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
1. Name, address, and telephone number of factory-authorized service representative making report.
 2. Statement on condition of substrates and their acceptability for installation of product.
 3. Statement that products at Project site comply with requirements.
 4. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 5. Results of operational and other tests and a statement of whether observed performance complies with requirements.
 6. Statement whether conditions, products, and installation will affect warranty.
 7. Other required items indicated in individual Specification Sections.
- Q. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S ACTION

- A. General: Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.

- C. Informational Submittals: Engineer will review each submittal and will not return it, or will return it if it does not comply with requirements. Engineer will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

3.3 SCHEDULE OF SUBMITTALS

- A. Contractor shall prepare and electronically issue (unless otherwise noted) the following submittals to the Engineer for review and approval, including, but not limited to:

| Description / Item | Submittal Type | | | | Remarks |
|--|----------------|--------|---------|-------|---------------------------------|
| | Product Data | Mockup | Samples | Other | |
| Contractor's License and Building Permit | | | | X | |
| Project Schedule | | | | X | PDF of Gantt Chart |
| Contractor's Daily Reports | | | | X | |
| Backer Rod and Sealant | X | X | X | X | Color Chart |
| HES Concrete | X | | | X | Batch Delivery Ticket |
| Concrete Repair | X | | | | |
| Trench Drain System | X | | | | |
| Project Records | | | | X | Include Marked-Up Drawings |
| Operation and Maintenance Manuals | | | | X | |
| Warranties | | | | X | |
| Contractor's Release | | | | X | Original signed and sealed form |
| Consent of Surety | | | | X | Original signed and sealed form |
| Final Certified Payroll | | | | X | Original signed and sealed form |

END OF SECTION

TRANSMITTAL FOR SUBMITTAL REVIEW

Section to be completed by Contractor

Project Name: Gladwyne Fire Company Apron & Engine Room Floor Repairs [Contract 26-18-4405]

Contractor: _____

Submittal Number: _____ **Submittal Title:** _____

Submission: 1st 2nd 3rd **Type:** Shop Drawings Product Data Samples Other
Indicate by Circling Indicate by Circling

Contractor's Remarks: _____

I am certifying that the attached submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

Submitted by: _____ **Date** _____
Name Position / Title

Section to be completed by Engineer / Architect

APPROVED

Fabrication / installation may be undertaken. Approval does not authorize changes in the Contract Sum or Contract Time unless stated by Change Order of Construction Change Directive.

APPROVED AS CORRECTED

REVISE AND RESUBMIT

Fabrication / installation MAY NOT be undertaken. In resubmitting, limit corrections to the items marked.

REJECTED

Reviewer's Comments:

Review and approval are only for conformance with the information given and the design concept of the Project as expressed in the Contract Documents. Review and approval of submittals are not conducted for the purpose of determining the accuracy and completeness of the other details, such as dimensions and quantities for substantiating instructions for the installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Engineer's review and approval of the Contractor's submittals shall not constitute approval to any construction means, methods, techniques, sequence, or any safety precautions or procedures. The Engineer's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

By _____

Date _____



**PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS**

SECTION 014000 - QUALITY REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. 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-assurance and -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 other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
 - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer, Owner, or authorities having jurisdiction are not limited by provisions of this Section.

1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Mockups: Full-size, physical assemblies that are constructed on-site. 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.
- D. Preconstruction Testing: Tests and inspections that are performed specifically for the Project before products and materials are incorporated into the Work to verify performance or compliance with specified criteria.

- E. Product Testing: Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with industry standards.
- F. Source Quality-Control Testing: Tests and inspections that are performed at the source, i.e., plant, mill, factory, or shop.
- G. Field Quality-Control Testing: Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- H. Testing Agency: An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- I. Installer/Applicator/Erector: Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
 - 1. Using a term such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter." It also does not imply that requirements specified apply exclusively to tradespeople of the corresponding generic name.
- J. Experienced: When used with an entity, "experienced" means having successfully completed a minimum of five previous projects similar in size and scope to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

1.4 CONFLICTING REQUIREMENTS

- A. General: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

1.5 SUBMITTALS

- A. Reports: Prepare and submit certified written reports that include the following:
 - 1. Date of issue.
 - 2. Project title and number.
 - 3. Name, address, and telephone number of testing agency.
 - 4. Dates and locations of samples and tests or inspections.

5. Names of individuals making tests and inspections.
6. Description of the Work and test and inspection method.
7. Identification of product and Specification Section.
8. Complete test or inspection data.
9. Test and inspection results and an interpretation of test results.
10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
12. Name and signature of laboratory inspector.
13. Recommendations on retesting and reinspecting.

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

1.6 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this Article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- C. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.
- F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.
1. Requirement for specialists shall not supersede building codes and regulations governing the Work.
- G. Testing Agency Qualifications: An NRTL, an NVLAP, or an independent agency with the experience and capability to conduct testing and inspecting indicated, as documented according

to ASTM E 548; and with additional qualifications specified in individual Sections; and where required by authorities having jurisdiction, that is acceptable to authorities.

1. NRTL: A nationally recognized testing laboratory according to 29 CFR 1910.7.
 2. NVLAP: A testing agency accredited according to NIST's National Voluntary Laboratory Accreditation Program.
- H. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.
- I. Preconstruction Testing: Where testing agency is indicated to perform preconstruction testing for compliance with specified requirements for performance and test methods, comply with the following:
1. Contractor responsibilities include the following:
 - a. Provide test specimens representative of proposed products and construction.
 - b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
 - c. Provide sizes and configurations of test assemblies, mockups, and laboratory mockups to adequately demonstrate capability of products to comply with performance requirements.
 - d. Build site-assembled test assemblies and mockups using installers who will perform same tasks for Project.
 - e. Build laboratory mockups at testing facility using personnel, products, and methods of construction indicated for the completed Work.
 - f. When testing is complete, remove test specimens, assemblies, mockups, and laboratory mockups; do not reuse products on Project.
 2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
- J. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:
1. Build mockups in location and of size indicated or, if not indicated, as directed by Engineer.
 2. Notify Engineer 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 Engineer's approval of mockups before starting work, fabrication, or construction.
 - a. Allow seven days for initial review and each re-review of each mockup.
 5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
 6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

- A. Tests and inspections not explicitly assigned to Owner are Contractor's responsibility. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
1. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
 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 as specified in Division 01 Section "Submittal Procedures."
- 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 replaced Work that failed to comply with the Contract Documents.
- D. Testing Agency Responsibilities: Cooperate with Engineer and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.
1. Notify Engineer and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
 2. Determine the location from which test samples will be taken and in which in-situ tests are conducted.
 3. Conduct and interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
 4. Submit a certified written report, in duplicate, of each test, inspection, and similar quality-control service through Contractor.
 5. Do not release, revoke, alter, or increase the Contract Document requirements or approve or accept any portion of the Work.
 6. Do not perform any duties of Contractor.
- E. 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 -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.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
1. Provide materials and comply with installation requirements specified in other Specification Sections. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
 2. Comply with the Contract Document requirements for Division 01 Section "Cutting and Patching."
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

END OF SECTION 014000

SECTION 016000 - PRODUCT REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 DEFINITIONS

- A. Products: Items purchased for incorporating into the Work, whether purchased for Project or taken from previously purchased stock. The term "product" includes the terms "material," "equipment," "system," and terms of similar intent.
 - 1. Named Products: Items identified by manufacturer's product name, including make or model number or other designation shown or listed in manufacturer's published product literature, that is current as of date of the Contract Documents.
 - 2. New Products: Items that have not previously been incorporated into another project or facility. Products salvaged or recycled from other projects are not considered new products.
 - 3. Comparable Product: Product that is demonstrated and approved through submittal process, or where indicated as a product substitution, to have the indicated qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics that equal or exceed those of specified product.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction from those required by the Contract Documents and proposed by Contractor.
- C. Basis-of-Design Product Specification: Where a specific manufacturer's product is named and accompanied by the words "basis of design," including make or model number or other designation, to establish the significant qualities related to type, function, dimension, in-service performance, physical properties, appearance, and other characteristics for purposes of evaluating comparable products of other named manufacturers.

1.4 SUBMITTALS

- A. Substitution Requests: Submit each request electronically for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.

1. Substitution Request Form: Use CSI Form 13.1A or approved equal.
 2. Documentation: Show compliance with requirements for substitutions and the following, as applicable:
 - a. Statement indicating why specified material or product cannot be provided.
 - b. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by Owner and separate contractors that will be necessary to accommodate proposed substitution.
 - c. Detailed comparison of significant qualities of proposed substitution with those of the Work specified. Significant qualities may include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements indicated.
 - d. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
 - e. Samples, where applicable or requested.
 - f. List of similar installations for completed projects with project names and addresses and names and addresses of Engineers and owners.
 - g. Material test reports from a qualified testing agency indicating and interpreting test results for compliance with requirements indicated.
 - h. Research/evaluation reports evidencing compliance with building code in effect for Project, from a model code organization acceptable to authorities having jurisdiction.
 - i. Detailed comparison of Contractor's Construction Schedule using proposed substitution with products specified for the Work, including effect on the overall Contract Time. If specified product or method of construction cannot be provided within the Contract Time, include letter from manufacturer, on manufacturer's letterhead, stating lack of availability or delays in delivery.
 - j. Cost information, including a proposal of change, if any, in the Contract Sum.
 - k. Contractor's certification that proposed substitution complies with requirements in the Contract Documents and is appropriate for applications indicated.
 - l. Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of failure of proposed substitution to produce indicated results.
 3. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within 7 days of receipt of a request for substitution. Engineer will notify Contractor of acceptance or rejection of proposed substitution within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
- B. Comparable Product Requests: Submit each request electronically for consideration. Identify product or fabrication or installation method to be replaced. Include Specification Section number and title and Drawing numbers and titles.
1. Engineer's Action: If necessary, Engineer will request additional information or documentation for evaluation within one week of receipt of a comparable product request. Engineer will notify Contractor of approval or rejection of proposed comparable product request within 15 days of receipt of request, or 7 days of receipt of additional information or documentation, whichever is later.
 - a. Form of Approval: As specified in Division 01 Section "Submittal Procedures."

- b. Use product specified if Engineer cannot make a decision on use of a comparable product request within time allocated.
- C. Basis-of-Design Product Specification Submittal: Comply with requirements in Division 01 Section "Submittal Procedures." Show compliance with requirements.

1.5 QUALITY ASSURANCE

- A. Compatibility of Options: If Contractor is given option of selecting between two or more products for use on Project, product selected shall be compatible with products previously selected, even if previously selected products were also options.
 - 1. Each contractor is responsible for providing products and construction methods compatible with products and construction methods of other contractors.
 - 2. If a dispute arises between contractors over concurrently selectable but incompatible products, Engineer will determine which products shall be used.

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

- A. Deliver, store, and handle products using means and methods that will prevent damage, deterioration, and loss, including theft. Comply with manufacturer's written instructions.
- B. Delivery and Handling:
 - 1. Schedule delivery to minimize long-term storage at Project site and to prevent overcrowding of construction spaces.
 - 2. Coordinate delivery with installation time to ensure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.
 - 3. Deliver products to Project site in an undamaged condition in manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.
 - 4. Inspect products on delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.
- C. Storage:
 - 1. Store products to allow for inspection and measurement of quantity or counting of units.
 - 2. Store materials in a manner that will not endanger Project structure.
 - 3. Store products that are subject to damage by the elements, under cover in a weathertight enclosure above ground, with ventilation adequate to prevent condensation.
 - 4. Store cementitious products and materials on elevated platforms.
 - 5. Store foam plastic from exposure to sunlight, except to extent necessary for period of installation and concealment.
 - 6. Comply with product manufacturer's written instructions for temperature, humidity, ventilation, and weather-protection requirements for storage.
 - 7. Protect stored products from damage and liquids from freezing.
 - 8. Provide a secure location and enclosure at Project site for storage of materials and equipment by Owner's construction forces. Coordinate location with Owner.

1.7 PRODUCT WARRANTIES

- A. Warranties specified in other Sections shall be in addition to, and run concurrent with, other warranties required by the Contract Documents. Manufacturer's disclaimers and limitations on product warranties do not relieve Contractor of obligations under requirements of the Contract Documents.
1. Manufacturer's Warranty: Preprinted written warranty published by individual manufacturer for a particular product and specifically endorsed by manufacturer to Owner.
 2. Special Warranty: Written warranty required by or incorporated into the Contract Documents, either to extend time limit provided by manufacturer's warranty or to provide more rights for Owner.
- B. Special Warranties: Prepare a written document that contains appropriate terms and identification, ready for execution. Submit a draft for approval before final execution.
1. Manufacturer's Standard Form: Modified to include Project-specific information and properly executed.
- C. Submittal Time: Comply with requirements in Division 01 Section "Closeout Procedures."

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION PROCEDURES

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

PART 3 - EXECUTION (Not Used)

END OF SECTION 016000

SECTION 017300 - EXECUTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:
 - 1. Construction layout.
 - 2. Field engineering and surveying.
 - 3. General installation of products.
 - 4. Progress cleaning.
 - 5. Protection of installed construction.
 - 6. Correction of the Work.
- B. Related Sections include the following:
 - 1. Division 01 Section "Submittal Procedures" for submitting surveys.
 - 2. Division 01 Section "Closeout Procedures" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.
 - 1. Before construction, verify the location and points of connection of utility services.
- B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, investigate and verify the existence and location of underground utilities and other construction affecting the Work.

1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; and underground electrical services.
 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.
- C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.
1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:
 - a. Description of the Work.
 - b. List of detrimental conditions, including substrates.
 - c. List of unacceptable installation tolerances.
 - d. Recommended corrections.
 2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
 3. Examine roughing-in for electrical systems to verify actual locations of connections before equipment and fixture installation.
 4. Examine surface areas for suitable conditions where products and systems are to be installed.
 5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

3.2 PREPARATION

- A. Field Measurements: Take field measurements as required to fit the Work properly. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- B. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.
- C. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

3.3 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. Site Improvements: Locate and lay out site improvements.

- C. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. Make the log available for reference by Engineer.

3.4 INSTALLATION

- A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.
 - 1. Make vertical work plumb and make horizontal work level.
 - 2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
- B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.
- C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.
- D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.
- E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.
- F. Templates: Obtain and distribute to the parties involved templates for work specified to be factory prepared and field installed. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing products to comply with indicated requirements.
- G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.
- H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

3.5 PROGRESS CLEANING

- A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.
 - 1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
 - 2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F (27 deg C).
 - 3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
- B. Site: Maintain Project site free of waste materials and debris.

- C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.
 - 1. Remove liquid spills promptly.
- D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.
- E. Exposed Surfaces in Finished Areas: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.
- F. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.
- G. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.
- H. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.
- I. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

3.6 PROTECTION OF INSTALLED CONSTRUCTION

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

3.7 CORRECTION OF THE WORK

- A. Restore permanent facilities used during construction to their specified condition.
- B. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.
- C. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

END OF SECTION 017300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. Related Sections include the following:
 - 1. Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
 - 2. Division 01 Section "Execution" for progress cleaning of Project site.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals, and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 8. Complete final cleaning requirements.
 - 9. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.

- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit list electronically. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Organize list of spaces in sequential order.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Contractor.
 - d. Page number.

1.6 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 - 1. Submit electronically in PDF format and one physical original of the warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch (215-by-280-mm) paper.
 - 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 - 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- D. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

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

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:

- a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - f. Remove labels that are not permanent.
 - g. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - h. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
- B. Related Sections include the following:
 - 1. Division 01 Section "Closeout Procedures" for general closeout procedures.

1.3 SUBMITTALS

- A. Record Drawings: Submit one PDF set of marked-up Record Prints.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.
 - 1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.

- c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.
 - f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order or Change Directive.
 - k. Changes made following Architect's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
 3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
 4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

2.2 MISCELLANEOUS RECORD SUBMITTALS

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

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer's reference during normal working hours.

END OF SECTION 017839

1. Contract Type

1.1. The contract will be a "Construction" type with Township requirements to be satisfied as indicated herein.

2. Contract Term

2.1. The Contract Term will commence after complete execution of the contract by all parties concerned and work is to begin upon the date of "Notice to Proceed" and receipt of purchase order, after which, work is to be completed within Thirty (30) calendar days.

2.2. A time extension may be granted if inclement weather and/or lead time is encountered during the contract term that will impact the construction.

2.3. Liquidated Damages: None.

3. Contract Contacts

James McCoy, Chief Fire Officer 610-645-6190
Joann Ma Swierk, PE, Office of Township Engineer 215-254-7788 JMa@pennoni.com

4. Prices to be Firm

4.1. The Bidder warrants that prices, terms and conditions quoted in his bid will be firm for acceptance Sixty (60) days from the date of Bid Opening unless otherwise stated by the Township or Bidder.

5. Surety Bonds

5.1. The successful Bidder for all items specified will be required to execute "Performance Bonds" and "Labor and Materials Bond". Both bonds are to be for 100% of the contract amount. "Maintenance Bond" shall also be required in the amount of 25% of the contract price. **NOTE: The Township requires that the Maintenance Bond be executed and submitted along with the executed Performance and Labor and Materials Bonds.**

6. Local, State and Federal Statutes

- 6.1. It is mutually agreed that the submission of a formal proposal be considered by the OWNER as himself familiar with all federal, state, local and municipal laws, ordinances, rules and regulations which, in any manner affect those engaged or employed in the work and that said Contractor agrees to abide by any and all local, federal and state statutes, rules and regulations which may be applicable.

All those submitting bids agree to be bound by and comply with any applicable provisions of the Federal and State statutes cited above and rules and regulations issued there under.

- 6.2. All those submitting bids agree that if awarded a contract to construct all or any part of the project, they will undertake any additional work which may be required by the enactment of new or the amendment of existing statutes, rules or regulations occurring after the submission of the bid, and pertaining to the prevention of environment pollution and the preservation of public natural resources.
- 6.3. If additional work is required by the enactment of new or the amendment of existing statutes, rules or regulations, the owner is authorized to issue a change order setting forth the additional work that must be undertaken and such change order and such change order shall not invalidate the previously awarded contract. The awarding Authority reserves the right to contract with another party with regard to the additional work required by the enactment of new or the amendment of the existing statutes, rules and regulations occurring after the submission of the bid.

7. Contractor's Release and Consent of Surety Company

- 7.1. Upon completion of all work and prior to final payment, Contractor must submit the following forms.
- A. Contractor's Release
 - B. Consent of Surety Company to Final Payment.

These forms are available at the end of the project manual.

8. Licenses, Permits, Fees and Notices

- 8.1. Awarded Contractor shall secure and pay for all permits, governmental fees, and licenses necessary for the proper execution and completion of the work prior to the starting of their onsite activities.
 - 8.1.1. For projects with multiple distinct facilities and/or properties, Contractor(s) will submit Township permit application(s) for their respective trade(s) for each address. Separate permits will be issued accordingly.
 - 8.1.2. Contractor shall obtain their Contractor's license each year, including their subcontractors.
- 8.2. Township Building Permits: Contractor will complete their respective building permit application form along with two sets of plans for their respective work.
 - 8.2.1. <https://www.lowermerion.org/departments/building-and-planning-department/building-division>
 - 8.2.2. Township Building Permit fees are waived
 - 8.2.3. Each respective Mechanical, Electrical, Plumbing, and Fire Protection (MEP/FP) Contractor, where applicable, will be required to include a 3rd party UCC plan review as part of their respective permit application submission. MEP/FP contractors may use choose their own 3rd party UCC Plan Reviewers or contact Building Department for their latest contact list.
 - 8.2.3.1. Fire Alarm is a separate permit from Electrical Permit; Electrical Contractor (EC) is responsible for 3rd party underwriters inspections; EC may choose their own or contact Building Department for their latest contact list.
 - 8.2.3.2. Sprinkler Permit is a separate permit from Plumbing Permit. Sprinkler Permit Application must include Contractor's delegated design and also be submitted to the Lower Merion Fire Department for concurrent permit review.
- 8.3. Township Public Works (PW) Permit: Contractor (or their subcontractor) will complete and submit the PW permit application form along with two sets of plans for their respective work, such as road openings, etc.
 - 8.3.1. <https://www.lowermerion.org/departments/public-works-department/permits-and-forms>
 - 8.3.2. Township PW Permit Fee is Waived
- 8.4. The successful bidder shall be responsible for obtaining any applicable Township business licenses and filing all applicable business tax returns along with payment of any amounts due. For more information, please contact the Township's business tax hotline (610) 645-6142 or visit www.lowermerion.org. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations and order of Lower Merion Township Building Regulations Department.

9. Specific Suppliers

- 9.1. Wherever in these Plans and Specifications a particular brand or make of material, device or equipment is shown or specified, such material, device or equipment is to be regarded as a standard. When products of particular named manufacturers are specified, it is intended and shall be understood that the proposal tendered by the contractor include those products in his bid. Should the contractor desire to submit for consideration an unspecified product or products, as equal to those specified, the contractor shall furnish with his proposal a list of any product or products he proposes to incorporate in the work other than those specified herein by manufacturer's name.

Prices shown on the proposal sheet shall include all labor, materials, and equipment necessary to complete the work in a satisfactory manner, including restoration and clean-up.

10. Collusion

- 10.1. The bidder, by affixing his signature to this proposal, agrees to the following: "Bidder certifies that his bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s) and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action".

WAGE RATE DETERMINATION SCHEDULE (Pennsylvania Public Construction)**11. Prevailing Wage Rate Requirements**

- 11.1. In accord with the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442) as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, the prevailing wage rates as determined by the Secretary of The Department of Labor and Industry, Prevailing Wage Division of the State of Pennsylvania, for the locality of the work and for each classification of workers needed to perform the Contract shall apply, and workers shall be paid not less than these prevailing wage rates.
- 11.2. The provisions of the Act and Regulations are a part of this Contract.
- 11.2.1. These provisions apply to all work performed on the Contract by the Contractor and to work performed on the Contract by Subcontractors.
- 11.2.2. The Contractor shall insert in each of his subcontracts all of the stipulations contained in these provisions and such other stipulations as may be required.
- 11.2.3. No workers may be employed on the Work except in accordance with the classifications set forth in the decisions of the Secretary of Labor & Industry. In the event that additional or different classifications are necessary, the procedure set forth in the Regulations shall be followed.
- 11.2.4. Workers employed or working on the Work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any Contractor, Subcontractor and workers, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the Contract, the Act or these Regulations prohibits payment of more than the general prevailing minimum wage rates as determined by the Secretary to any worker on this Project.
- 11.2.5. The Contractor and each Subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary of Labor & Industry according to the requirements of the Act and Regulations.
- 11.2.6. The Contractor and all Subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each worker employed by him in connection with the Work and such record must include any deductions from each worker. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the Owner and to the Secretary or his duly authorized representatives.

- 11.2.7. Payment of compensation to workers for work performed on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and Regulations, regardless of the average hourly earnings resulting there from.
- 11.2.8. Each Contractor and each Subcontractor shall file a Certification each week and a final Certification with Application for Final Payment with the Owner, under oath, and in form satisfactory to the Secretary, certifying that workers have been paid wages in strict conformity with the provisions of the Act and Regulations.
- 11.2.9. When notified by Secretary of Labor and Industry of the filing of wage claims by workers, the Owner will withhold from the monies due to the Contractor or Subcontractor sufficient funds to pay claims determined to be valid and when so directed by the Secretary of Labor and Industry, pay wages directly to the workers.
- 11.2.10. Apprentices shall be limited to numbers in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the Apprenticeship and Training Act (43 P.S. Section 90.1-90.10), approved July 14, 1961, and the regulations issued pursuant thereto, shall be employed on the project. A working using the tools of the craft who does not qualify as an apprentice within this subsection shall be paid the rate predetermined for journeymen in that particular craft or classification.
- 11.2.11. Wages shall be paid without deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.
- 11.2.12. All applicable provisions of the Pennsylvania Prevailing Wage Act (43 P.S. Sections 165-1 through 165-17) and of the regulations pertaining thereto set forth in 34 Pa. Code, Section 9.101 through 9.112 are incorporated herein by reference and made a part hereof.

RATES

Applicable rates established for this project are attached.

END OF DOCUMENT

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

| | |
|----------------------------|---|
| Project Name: | Gladwyne Fire Company Apron & Engine Room Floor Repairs |
| General Description: | The work includes, but is not limited to, selective concrete repairs at the exterior apron, along with replacement and upgrade of the interior trench drain system with associated concrete floor replacement in the engine room. |
| Project Locality | Gladwyne, PA 19035 |
| Awarding Agency: | Township of Lower Merion |
| Contract Award Date: | 7/15/2026 |
| Serial Number: | 26-04254 |
| Project Classification: | Building/Highway |
| Determination Date: | 4/29/2026 |
| Assigned Field Office: | Philadelphia |
| Field Office Phone Number: | (215)560-1858 |
| Toll Free Phone Number: | |
| Project County: | Montgomery County |

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

| Project: 26-04254 - Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| 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 |
| Boilermaker (Commercial, Institutional, and Minor Repair Work) | 3/1/2026 | | \$41.34 | \$19.23 | \$60.57 |
| Boilermakers | 1/1/2024 | | \$52.10 | \$35.72 | \$87.82 |
| Boilermakers | 1/1/2026 | | \$58.00 | \$36.57 | \$94.57 |
| Bricklayer | 5/1/2025 | | \$50.00 | \$32.57 | \$82.57 |
| Bricklayer | 5/1/2026 | | \$51.15 | \$34.92 | \$86.07 |
| 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 | 5/1/2025 | | \$55.23 | \$37.99 | \$93.22 |
| Dockbuilder, Pile Drivers | 5/1/2026 | | \$56.98 | \$37.99 | \$94.97 |
| Dockbuilder/Pile Driver Diver | 5/1/2025 | | \$64.35 | \$41.74 | \$106.09 |
| Dockbuilder/Pile Driver Diver | 5/1/2026 | | \$66.54 | \$41.74 | \$108.28 |
| Dockbuilder/pile driver tender | 5/1/2025 | | \$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 | 4/29/2024 | | \$56.67 | \$46.24 | \$102.91 |
| Electricians | 5/1/2025 | | \$58.63 | \$47.28 | \$105.91 |
| Elevator Constructor | 1/1/2025 | | \$71.85 | \$45.77 | \$117.62 |
| Elevator Constructor | 1/1/2026 | | \$74.86 | \$46.86 | \$121.72 |
| 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) | 5/1/2025 | | \$37.25 | \$26.10 | \$63.35 |
| Laborers (Class 02 - See notes) | 5/1/2025 | | \$41.00 | \$27.70 | \$68.70 |
| Laborers (Class 03 - See notes) | 5/1/2025 | | \$37.67 | \$26.28 | \$63.95 |
| Laborers (Class 04 - See notes) | 5/1/2025 | | \$37.67 | \$26.28 | \$63.95 |
| 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 |

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

| Project: 26-04254 - Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| Marble Finisher | 5/1/2023 | | \$39.52 | \$29.30 | \$68.82 |
| Marble Finisher | 5/1/2025 | | \$41.17 | \$30.75 | \$71.92 |
| Marble Finisher | 5/1/2026 | | \$42.07 | \$31.85 | \$73.92 |
| Marble Mason | 5/1/2023 | | \$47.20 | \$31.95 | \$79.15 |
| Marble Setter | 5/1/2026 | | \$51.50 | \$33.80 | \$85.30 |
| 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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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 |
| 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 |
| plumber | 5/1/2026 | | \$73.73 | \$40.36 | \$114.09 |
| Pointers, Caulkers, Cleaners | 5/1/2025 | | \$51.35 | \$31.80 | \$83.15 |
| Pointers, Caulkers, Cleaners | 5/1/2026 | | \$53.35 | \$32.30 | \$85.65 |
| Roofers (Composition) | 5/1/2024 | | \$44.13 | \$34.77 | \$78.90 |
| Roofers (Composition) | 5/1/2025 | | \$46.03 | \$34.77 | \$80.80 |
| Roofers (Shingle) | 5/1/2023 | | \$32.85 | \$22.10 | \$54.95 |
| Roofers (Shingle) | 5/1/2024 | | \$34.35 | \$22.20 | \$56.55 |

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

| Project: 26-04254 - Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|-------------------------------------|-----------------------|------------------------|--------------------|------------------------|--------------|
| Roofers (Slate & Tile) | 5/1/2023 | | \$35.85 | \$22.10 | \$57.95 |
| 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 |
| Stone Masons | 5/1/2026 | | \$51.50 | \$33.80 | \$85.30 |
| Terrazzo Finisher | 5/1/2023 | | \$43.75 | \$27.86 | \$71.61 |
| Terrazzo Finisher | 5/1/2025 | | \$45.61 | \$29.41 | \$75.02 |
| Terrazzo Finisher | 5/1/2026 | | \$47.78 | \$29.61 | \$77.39 |
| Terrazzo Grinder | 5/1/2023 | | \$44.02 | \$27.86 | \$71.88 |
| Terrazzo Grinder | 5/1/2025 | | \$45.88 | \$29.41 | \$75.29 |
| Terrazzo Grinder | 5/1/2026 | | \$47.78 | \$29.61 | \$77.39 |
| Terrazzo Mechanics | 5/1/2023 | | \$50.26 | \$29.56 | \$79.82 |
| Terrazzo Mechanics | 5/1/2025 | | \$52.21 | \$31.26 | \$83.47 |
| Terrazzo Mechanics | 5/1/2026 | | \$53.36 | \$32.61 | \$85.97 |
| Tile Finisher | 5/1/2023 | | \$39.52 | \$29.30 | \$68.82 |
| Tile Finisher | 5/1/2025 | | \$41.17 | \$30.75 | \$71.92 |
| Tile Finisher | 5/1/2026 | | \$42.07 | \$31.85 | \$73.92 |
| Tile Setter | 5/1/2023 | | \$50.26 | \$29.56 | \$79.82 |
| Tile Setter | 5/1/2025 | | \$52.21 | \$31.26 | \$83.47 |
| Tile Setter | 5/1/2026 | | \$53.36 | \$32.61 | \$85.97 |
| Truckdriver class 1(see notes) | 5/1/2024 | | \$36.79 | \$22.54 | \$59.33 |
| Truckdriver class 1(see notes) | 5/1/2026 | | \$38.57 | \$23.87 | \$62.44 |
| Truckdriver class 2 (see notes) | 5/1/2024 | | \$36.89 | \$22.54 | \$59.43 |
| Truckdriver class 2 (see notes) | 5/1/2026 | | \$38.67 | \$23.87 | \$62.54 |
| Truckdriver class 3 (see notes) | 5/1/2026 | | \$38.92 | \$23.87 | \$62.79 |
| Window Film / Tint Installer | 6/1/2024 | | \$26.37 | \$14.83 | \$41.20 |
| Window Film / Tint Installer | 6/1/2025 | | \$27.42 | \$15.13 | \$42.55 |

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

| Project: 26-04254 - Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| Bricklayer | 5/1/2025 | | \$50.00 | \$32.57 | \$82.57 |
| Bricklayer | 5/1/2026 | | \$51.15 | \$34.92 | \$86.07 |
| 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 | 5/1/2025 | | \$55.23 | \$37.99 | \$93.22 |
| Dockbuilder, Pile Drivers | 5/1/2026 | | \$56.98 | \$37.99 | \$94.97 |
| Dockbuilder/ Pile driver diver | 5/1/2025 | | \$60.31 | \$44.97 | \$105.28 |
| Dockbuilder/ Pile driver diver | 5/1/2026 | | \$61.88 | \$45.47 | \$107.35 |
| 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 | 5/1/2025 | | \$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 |
| Electric Lineman | 6/2/2025 | | \$65.10 | \$34.45 | \$99.55 |
| 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) | 5/1/2025 | | \$40.20 | \$27.80 | \$68.00 |
| Laborers (Class 01 - See notes) | 5/1/2026 | | \$41.65 | \$27.90 | \$69.55 |
| Laborers (Class 02 - See notes) | 5/1/2025 | | \$40.40 | \$27.80 | \$68.20 |
| Laborers (Class 02 - See notes) | 5/1/2026 | | \$41.85 | \$27.90 | \$69.75 |
| Laborers (Class 03 - See notes) | 5/1/2025 | | \$40.40 | \$27.80 | \$68.20 |
| Laborers (Class 03 - See notes) | 5/1/2026 | | \$41.85 | \$27.90 | \$69.75 |
| Laborers (Class 04 - See notes) | 5/1/2025 | | \$35.00 | \$27.80 | \$62.80 |
| Laborers (Class 04 - See notes) | 5/1/2026 | | \$36.45 | \$27.90 | \$64.35 |
| Laborers (Class 05 - See notes) | 5/1/2025 | | \$41.05 | \$27.80 | \$68.85 |
| Laborers (Class 05 - See notes) | 5/1/2026 | | \$42.50 | \$27.90 | \$70.40 |
| Laborers (Class 06 - See notes) | 5/1/2025 | | \$41.10 | \$27.80 | \$68.90 |
| Laborers (Class 06 - See notes) | 5/1/2026 | | \$42.55 | \$27.90 | \$70.45 |
| Laborers (Class 07 - See notes) | 5/1/2025 | | \$40.95 | \$27.80 | \$68.75 |
| Laborers (Class 07 - See notes) | 5/1/2026 | | \$42.40 | \$27.90 | \$70.30 |
| Laborers (Class 08 - See notes) | 5/1/2025 | | \$40.70 | \$27.80 | \$68.50 |
| Laborers (Class 08 - See notes) | 5/1/2026 | | \$42.15 | \$27.90 | \$70.05 |
| Laborers (Class 09 - See notes) | 5/1/2025 | | \$40.55 | \$27.80 | \$68.35 |
| Laborers (Class 09 - See notes) | 5/1/2026 | | \$42.00 | \$27.90 | \$69.90 |
| Laborers (Class 10- See notes) | 5/1/2025 | | \$40.70 | \$27.80 | \$68.50 |

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

| Project: 26-04254 - Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| Laborers (Class 10- See notes) | 5/1/2026 | | \$42.15 | \$27.90 | \$70.05 |
| Laborers (Class 11 -See Notes) | 5/1/2025 | | \$40.60 | \$27.80 | \$68.40 |
| Laborers (Class 11 -See Notes) | 5/1/2026 | | \$42.05 | \$27.90 | \$69.95 |
| Laborers (Class 12 -See Notes) | 5/1/2025 | | \$42.30 | \$27.80 | \$70.10 |
| Laborers (Class 12 -See Notes) | 5/1/2026 | | \$42.85 | \$27.90 | \$70.75 |
| Laborers (Class 13 -See Notes) | 5/1/2025 | | \$44.33 | \$27.80 | \$72.13 |
| Laborers (Class 13 -See Notes) | 5/1/2026 | | \$45.78 | \$27.90 | \$73.68 |
| Laborers (Class 14 -See Notes) | 5/1/2025 | | \$40.90 | \$27.80 | \$68.70 |
| Laborers (Class 14 -See Notes) | 5/1/2026 | | \$41.90 | \$27.90 | \$69.80 |
| 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 | 5/1/2025 | | \$57.39 | \$35.81 | \$93.20 |
| Millwright | 5/1/2026 | | \$60.20 | \$35.81 | \$96.01 |
| Operators Class 01 - See Notes (Building, Heavy, Highway) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$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) | 5/1/2025 | | \$66.26 | \$39.55 | \$105.81 |
| Operators Class 07 (A) - See Notes (Building, Heavy, Highway) | 5/1/2026 | | \$67.73 | \$40.48 | \$108.21 |

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

| Project: 26-04254 - Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| 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) | 2/1/2025 | | \$50.85 | \$33.91 | \$84.76 |
| Painters Class 2 (see notes) | 2/1/2026 | | \$51.61 | \$35.00 | \$86.61 |
| Painters Class 3 (see notes) | 2/1/2025 | | \$61.81 | \$33.95 | \$95.76 |
| Painters Class 3 (see notes) | 2/1/2026 | | \$62.57 | \$35.04 | \$97.61 |
| Pointers, Caulkers, Cleaners | 5/1/2025 | | \$51.35 | \$31.80 | \$83.15 |
| Steamfitters (Heavy and Highway - Gas Distribution) | 5/1/2024 | | \$66.80 | \$42.93 | \$109.73 |
| 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 1(see notes) | 5/1/2026 | | \$38.42 | \$23.87 | \$62.29 |
| Truckdriver class 2 (see notes) | 5/1/2024 | | \$36.74 | \$22.54 | \$59.28 |
| Truckdriver class 2 (see notes) | 5/1/2026 | | \$38.52 | \$23.87 | \$62.39 |
| Truckdriver class 3 (see notes) | 5/1/2026 | | \$38.77 | \$23.87 | \$62.64 |

STATEMENT OF BIDDER'S QUALIFICATION

All questions must be answered, and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires. **This statement must be submitted with bid.**

1. Name of Bidder: _____

2. Permanent main office address: _____

3. Phone No.: _____ Fax No.: _____

4. Other name(s) your business has operated under? _____

5. When organized: _____

6. If corporation, where incorporated: _____

7. How many years have you been engaged in work of this type under your present firm or trade name?

8. General category of type of work performed by your firm:

9. Has your firm, or any predecessor firm, ever failed to complete any work awarded to you? If so, where, when, and why?

10. Has your firm, or any predecessor firm, defaulted on a contract or had work terminated for non-performance? If so, where, when, and why?

11. Has your firm, or any predecessor firm, been denied a consent of surety, a bid bond, or a performance bond within the last twelve (12) months? If so, where, when, and why?

12. List your major equipment available for this contract:

13. List name and address of subcontractor(s) that will be used in the performance of this work, if none, state so. Also, indicate approximate percentage of this contract will be subcontracted:

14. Provide the following information on all current active contracts. Attach additional sheets if necessary.

Project #1

Project Name: _____

Gross Amount of Contract: _____ Anticipated Completion Date: _____

Contact Person, Title, Phone No.: _____

Project #2

Project Name: _____

Gross Amount of Contract: _____ Anticipated Completion Date: _____

Contact Person, Title, Phone No.: _____

Project #3

Project Name: _____

Gross Amount of Contract: _____ Anticipated Completion Date: _____

Contact Person, Title, Phone No.: _____

Project #4

Project Name: _____

Gross Amount of Contract: _____ Anticipated Completion Date: _____

Contact Person, Title, Phone No.: _____

Project #5

Project Name: _____

Gross Amount of Contract: _____ Anticipated Completion Date: _____

Contact Person, Title, Phone No.: _____

15. Provide the following information on significant contracts recently completed. Attach additional sheets if necessary.

Project #1

Project Name: _____

Gross Amount of Contract: _____ Completion Date (MM/YY): _____

Contact Person, Title, Phone No.: _____

Project #2

Project Name: _____

Gross Amount of Contract: _____ Completion Date (MM/YY): _____

Contact Person, Title, Phone No.: _____

Project #3

Project Name: _____

Gross Amount of Contract: _____ Completion Date (MM/YY): _____

Contact Person, Title, Phone No.: _____

Project #4

Project Name: _____

Gross Amount of Contract: _____ Completion Date (MM/YY): _____

Contact Person, Title, Phone No.: _____

Project #5

Project Name: _____

Gross Amount of Contract: _____ Completion Date (MM/YY): _____

Contact Person, Title, Phone No.: _____

Township of Lower Merion Insurance Checklist Exhibit "G"
Construction/Services Contract
Certificate of Insurance Must Show all Coverage and Endorsements Indicated by "X"

(NOTE: Completion of this form is not required if a current insurance certificate is on file with either the Building Department and/or the Purchasing Division)

| <u>Coverages Required</u> | <u>Limits (Figures Denote Minimums)</u> |
|---|---|
| <input checked="" type="checkbox"/> 1. Workers' Compensation including Employer's Liability | Statutory Limits and \$100,000/accident, \$100,000/disease \$500,000/disease policy limit |
| <input checked="" type="checkbox"/> 2. Commercial General Liability including Products and Completed Operations Per project aggregate to apply | \$2,000,000 General Aggregate \$2,000,000 Products and Completed Operations \$1,000,000 Each Occurrence \$1,000,000 Personal/Advertising Injury |
| <input checked="" type="checkbox"/> 3. Automobile Liability | \$1 Million Combined Single Limit |
| <input checked="" type="checkbox"/> 4. Umbrella Liability | \$ 1,000,000 Per occurrence \$ 1,000,000 Aggregate for other than products/completed Operations and auto liability \$ 1,000,000 Products/completed operations aggregate |
| <input type="checkbox"/> 5. Professional Liability/ Miscellaneous Errors & Omissions | |
| <input type="checkbox"/> a) Architects and Engineers | \$1 Million per occurrence/claim |
| <input type="checkbox"/> b) Asbestos Removal Liability | \$1 Million per occurrence/claim |
| <input type="checkbox"/> c) Medical Malpractice | \$1 Million per occurrence/claim |
| <input type="checkbox"/> d) Medical Professional Liability | \$1 Million per occurrence/claim |
| <input type="checkbox"/> e) Other Professional Services | \$1 Million per occurrence/claim |
| <input type="checkbox"/> 6. Motor Cargo Insurance | |
| <input type="checkbox"/> 7. Builder's Risk | Provide Coverage in the full amount of contract |
| <input type="checkbox"/> 8. Property Insurance | Replacement Cost/ "All Risk" covering owned equipment |
| <input checked="" type="checkbox"/> 9. Carrier Rating shall be Best's Rating of A-VII or better or its equivalent | |
| <input checked="" type="checkbox"/> 10. Notice of Cancellation, nonrenewal, or material change in coverage shall be provided to Township of Lower Merion. The words "endeavor to" and "but failure to" (to end of sentence) are to be eliminated from the Notice Cancellation provision on standard ACORD certificates. | |
| <input checked="" type="checkbox"/> 11. The Township of Lower Merion shall be an Additional Insured on all policies except Workers' Compensation. | |
| <input checked="" type="checkbox"/> 12. Certificate of Insurance shall show Bid Number and Bid Title. | |
| <input type="checkbox"/> 13. OTHER INSURED REQUIRES REQUIRED: _____ | |
| <input type="checkbox"/> 14. OTHER INSURANCE REQUIRED: _____ | |

Insured Agent's Statement:

I have reviewed the above requirements with the bidder named below and have advised the bidder of those coverage's provided and those not provided through this agency.

AGENCY NAME: _____ AUTHORIZED SIGNATURE: _____

Bidder's Statement:

If awarded the contract, I will comply with contract insurance requirements.

BIDDER'S NAME: _____ AUTHORIZED SIGNATURE _____

TOWNSHIP OF LOWER MERION

CONTRACT FORM

THIS CONTRACT made between TOWNSHIP OF LOWER MERION, 75 East Lancaster Avenue, Ardmore, 19003, Montgomery County, Pennsylvania, party of the first part (hereinafter referred to as “Buyer” and/or “Township”), and

party of the second part (hereinafter referred to as “Seller” and/or “Contractor”).

WITNESSETH

That Seller, for and in consideration of the payments hereinafter specified and agreed to be made by Buyer, covenants, contracts and agrees as follows:

A. Goods

1. Specific Quantity. Seller does hereby agree to sell and buyer does hereby agree to purchase quantities and honor prices as designated below:

in accordance with the Bid Document which consists of the Bid Proposal, its General Conditions, Instructions to Bidders, Detailed Specifications (when applicable), Supplementary Conditions and all Addenda and Specifications which are particularly referred to and made a part hereof.

Deliveries of goods are to be made at locations to be specified by the Township. Otherwise, all deliveries will be F.O.B. designated location.

2. Requirements. Seller does hereby agree to sell and Buyer does hereby agree to purchase during the term _____ of this Contract the goods hereinafter set forth in such quantities as may be required by Buyer for any purpose as may be herein set forth, including the construction, improvement and repair of its highways, in accordance with the Bid Document which consists of Bid Proposal, General Conditions, Instructions to Bidders, Detailed Specifications (when applicable), Supplementary Conditions, all Addenda and Specifications which are particularly referred to and made a part hereof. Buyer does not obligate itself to purchase any specified amount of such goods, although it is estimated that the following quantities will be required at the prices designated:

Buyer hereby reserves the right to purchase upon the terms set forth herein any additional quantities which it may require during the term of this Contract. Deliveries of goods are to be made at locations to be specified by the Township. Otherwise, all deliveries will be F.O.B., Designated Location.

B. Services.

1. The Seller does hereby agree to provide and buyer does hereby agree to purchase:

in accordance with the Bid Document which consists of Bid Proposal, General Conditions, Instructions to Bidders, Detailed Specifications (when applicable), Supplementary Conditions, all Addenda and Specifications which are particularly referred to and made a part hereof.

Seller shall and will proceed with the said work in the date specified in the notice to proceed and to prosecute all said work so as to complete it within _____ calendar days in good workmanlike manner in all respects in accordance with the term of this contract and to the satisfaction of the Township.

C. Binding Effect.

This contract and all the terms, covenants and conditions herein set forth, and contained shall be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

D. Governing Law. This Contract shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF the parties hereto have caused this contract to be duly executed the day and year indicated below.

APPROVED AS TO FORM:

TOWNSHIP OF LOWER MERION

TOWNSHIP SOLICITOR
DATE: _____

BY: _____(SEAL)
President

ATTEST: _____
Secretary

DATE: _____

APPROVED AS TO EXECUTION:

PRINCIPAL (Corporation)

TOWNSHIP SOLICITOR
DATE: _____

BY: _____(SEAL)
President

ATTEST: _____
Secretary

DATE: _____

PRINCIPAL (Partnership)

BY: _____(SEAL)
Partner

WITNESS: _____

DATE: _____

PRINCIPAL (Individual)

BY: _____
Owner

WITNESS: _____

DATE: _____

TOWNSHIP OF LOWER MERION

LABOR AND MATERIALS BOND

KNOW ALL MEN BY THESE PRESENTS, THAT
as Principal, and a corporation
organized and existing under the laws of the State of
and
authorized to transact business in PENNSYLVANIA, as surety, are held and firmly bound unto
the TOWNSHIP OF LOWER MERION, 75 East Lancaster Avenue, Ardmore, Montgomery
County, Pennsylvania, 19003 (hereinafter referred to as Oblige) in the sum of

(\$ -100%), lawful money of the United States of America, to
the payment of which said sum well and truly to be made the said Principal and the said surety do
hereby bind themselves, their heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

SIGNED, sealed and dated this day of
in the year Two Thousand and (200).

WHEREAS, the said Principal has entered into a certain Contract in writing with said
Obligee to provide all labor, tools, machinery, plant, equipment and materials and perform all the
work of

in accordance with the Bid Document which consists of Bid Proposal, General Conditions,
Instructions to Bidders, Detailed Specifications (when applicable), Special Conditions and all
Addenda and Specifications which are referred to in said Contract and made part thereof, which
said Contract and Bid Document are hereby particularly referred to and made part hereof; and

WHEREAS said Principal and said surety do hereby agree that every person, co-
partnership, association or corporation who, whether as sub-contractor or otherwise, furnishes
machinery or material or supplies or performs labor in the prosecution of the work provided for
under said Contract whether or not such machinery, materials or labor enter in and become
component parts of the work or improvements contemplated under said Contract, and who has
not been paid therefore, may sue the Principal and/or surety in assumpsit in the name of said
Obligee, for his, their or its use and prosecute the same to final judgment for such sum or sums as
may be justly due him, them, or it and have execution thereon; provided, however, that said
Obligee shall not be liable for the payment of any costs or expenses of any such suit.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal shall and will promptly pay or cause to be paid every person, partnership, association or corporation, who, whether as sub-contractor or otherwise furnishes machinery or material or supplies or performs labor in the prosecution of the work provided for under said Contract and Bid Document whether or not such machinery, material or labor enter in and become component parts of the work or improvement contemplated under said Contract and Bid Document, then this obligation shall be void; otherwise to be and remain in full force and effect.

Signed and sealed in the presence of:

NAME OF CONTACT REPRESENTATIVE OF SURETY:

PHONE NUMBER: _____

PRINCIPAL (Corporation)

SURETY: _____

BY: _____ (SEAL)
President

BY: _____

ATTEST: _____
Secretary

ATTEST: _____
(SEAL)

PRINCIPAL (Partnership)

SURETY: _____

BY: _____ (SEAL)
Partner

BY: _____

WITNESS: _____

ATTEST: _____
(SEAL)

PRINCIPAL (Individual)

SURETY: _____

BY: _____
Owner

BY: _____

WITNESS: _____

ATTEST: _____
(SEAL)

TOWNSHIP OF LOWER MERION

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS, THAT,
as Principal, and a corporation
organized and existing under the laws of the State of
as surety, are held and firmly bound unto the TOWNSHIP OF LOWER MERION, 75 East
Lancaster Avenue, Ardmore, PA, 19003, Montgomery County, Pennsylvania, (hereinafter
referred to as Obligee) in the sum of
(\$ - 25%), lawful money of the United States of
America, to the payment of which said sum well and truly to be made the said Principal and the
said surety do hereby bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this day of
in the year Two Thousand and (20).

WHEREAS, the said Principal has entered into a certain Contract in writing with said
Obligee for

WHEREAS, the Contract requires that these presents be executed. , and

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the
Principal shall remedy, without cost to the Obligee, any defects which may develop during a
period of Two (2) Years from the date of completion and acceptance of the work performed
under the contract, caused by defective or inferior materials or workmanship, that this obligation
shall be void; otherwise it shall be and remain in full force and effect.

Signed and sealed in the presence of:

NAME OF CONTACT REPRESENTATIVE OF SURETY:

PHONE NUMBER: _____

PRINCIPAL (Corporation)

SURETY: _____

BY: _____ (SEAL)
President

BY: _____

ATTEST: _____
Secretary

ATTEST: _____
(SEAL)

PRINCIPAL (Partnership)

SURETY: _____

BY: _____ (SEAL)
Partner

BY: _____

WITNESS: _____

ATTEST: _____
(SEAL)

PRINCIPAL (Individual)

SURETY: _____

BY: _____
Owner

BY: _____

WITNESS: _____

ATTEST: _____
(SEAL)

TOWNSHIP OF LOWER MERION

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that
as Principal, and a corporation
organized and existing under the laws of the State of
and
authorized to transact business in PENNSYLVANIA as surety, are held and firmly bound unto
the TOWNSHIP OF LOWER MERION, 75 East Lancaster Avenue, Ardmore, Montgomery
County, Pennsylvania, 19003 (hereinafter referred to as Obligee) in the sum of

(\$ -100%), lawful money of the United States of
America, to the payment of which said sum well and truly to be made the said Principal and the
said surety do hereby bind themselves, their heirs, executors, administrators, successors and
assigns, jointly and severally, firmly by these presents.

SIGNED, sealed and dated this day of
in the year Two Thousand and (200).

WHEREAS, the said Principal has entered into a certain Contract in writing with said
Obligee to provide all labor, tools, machinery, plant, equipment and materials and perform all the
work of

The subject matter of this contract shall be in accordance with the Bid Document which consists
of Bid Proposal, General Conditions, Instructions to Bidders, Detailed Specifications (when
applicable), Special Conditions, all Addenda and Specifications which are particularly referred to
and made a part hereof.

NOW THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounded Principal shall well and truly keep and perform the said Contract and all terms, covenants and conditions contained and set forth in said Contract and Bid Document, and shall indemnify Oblige against any loss arising by reason of failure of the said Principal to well and truly keep and perform the said Contract and all terms, covenants and conditions contained and set forth in said Contract and Bid Document, then this obligation shall be void; otherwise to be and remain in full force and effect.

SIGNED AND SEALED IN THE PRESENCE OF:

NAME OF CONTACT REPRESENTATIVE OF SURETY:

PHONE NUMBER: _____

PRINCIPAL (Corporation)

SURETY: _____

BY: _____ (SEAL)
President

BY: _____

ATTEST: _____
Secretary

ATTEST: _____
(SEAL)

PRINCIPAL (Partnership)

SURETY: _____

BY: _____ (SEAL)
Partner

BY: _____

WITNESS: _____

ATTEST: _____
(SEAL)

PRINCIPAL (Individual)

SURETY: _____

BY: _____
Owner

BY: _____

WITNESS: _____

ATTEST: _____
(SEAL)



Finance Department

CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT: _____

_____ ("CONTRACTOR")

of _____ County and State of _____

does hereby acknowledge that he/it has received this day of and from the Township of Lower Merion the sum of ONE DOLLAR (\$1.00) and other valuable consideration in full satisfaction and payment of all sums of money owing payable and belonging to Contractor by any means whatsoever, for or on account of a certain agreement hereinafter called the CONTRACT, between said Township of Lower Merion and CONTRACTOR dated _____ for the following: _____

[Contract Number]

_____ (the "CONTRACT").

[Project Title]

NOW THEREFORE, the said CONTRACTOR, for itself, its successors and assigns, does by these presents remise, release, quit-claim and forever discharge the said Township of Lower Merion, its successors and assigns, of and from all claims and demands arising from or in connection with the said CONTRACT and of and from all, and all manner of action and actions, cause and causes of action and actions, suits ,debts, dues, duties, sums and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents executions, claims and demand, whatsoever, in law or equity, or otherwise which against the said Township of Lower Merion, its successors and assigns, ever had, now have, or which it, its successors and assigns, hereafter can, shall or may have, for upon or by reason of any matter, cause or thing whatsoever, arising from the said CONTRACT.

IN WITNESS WHEREOF the undersigned Contractor has caused these presents to be duly executed on the _____ day of _____, 20____.



Signed, Sealed and Delivered in the presence of:

_____ (SEAL)
(Individual)

_____ (SEAL)
(Partnership Contractor)

_____ (SEAL)
(Partner)

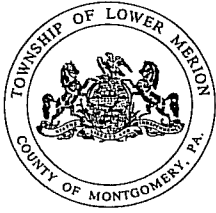
Attest:

(Insert name of Contractor)

(Secretary)

By _____
(President or
Vice President)

(CORPORATE SEAL)



PROJECT NAME: _____

CONTRACT NUMBER: _____

Finance Department

STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the CONTRACT dated _____
between the Township of Lower Merion and _____,
(Contractor)

the _____ ("SURETY"), Surety on the Material and Labor
Payment BOND of CONTRACTOR, after a careful examination of the books and records of said
CONTRACTOR or after receipt of an affidavit from CONTRACTOR, which examination of
affidavit satisfies SURETY that all claims for labor and materials have been satisfactorily settled,
hereby approves of the final payment to the said CONTRACTOR it being understood that
payment to the CONTRACTOR of the final estimates shall not relieve SURETY of any of its
obligations to the Township of Lower Merion, as set forth in the said SURETY'S BOND.

IN WITNESS WHEREOF, said SURETY has hereunto set its hand and seal this

_____ day of _____, 20__.

ATTEST:

(SEAL) _____ BY _____
President

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

