

ADVERTISEMENT
INSTRUCTION TO BIDDERS
FORM OF BID
GENERAL AND SPECIAL CONDITIONS
CONSTRUCTION SPECIFICATIONS
FORM OF AGREEMENT
FORM OF BONDS
LIST OF CONTRACT DRAWINGS
STANDARD DETAILS

*Haverford Township
Delaware County, Pennsylvania*

*Contract No. R-37
Grange Estate Necessary Roof Replacement*

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January 2025

PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS
PHILADELPHIA, PA 19104
www.pennoni.com

PROJECT NO. HAVTT 21842

SET NO. _____

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A. ADVERTISEMENT

TOWNSHIP OF HAVERFORD
1014 Darby Road
Havertown, PA 19083

Sealed bids will be received by Haverford Township, via the PennBID Program (<https://pennbid.bonfirehub.com/>) until 10:00 o'clock AM, prevailing time, on the 4th day of February 2025, at which time and place they will be publicly read for:

CONTRACT NO. R-37
GRANGE ESTATE NECESSARY ROOF REPLACEMENT

All documents and solicitation details are available at no cost at PennBID (<https://pennbid.bonfirehub.com/>).

Each bid must be accompanied by a certified check or bid bond payable to the Owner in an amount of not less than ten percent (10%) of the bid or bids. Only bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state same.

The project includes the replacement of the roof on the Necessary Building at the Historic Grange Estate.

A Pre-Bid meeting will be held at the site, Tuesday, January 21st, 2025 at 10:00 am.

Bids must be submitted unconditionally. No bidder may withdraw bid within SIXTY (60) days after the scheduled closing time for receipt of bids.

The Bidder's attention is called to the fact that a portion of this project is receiving funds under Title 1 of the Housing and Community Development Act of 1974, as amended, and as such, the Davis-Bacon Act applies to this Contract and that the successful Bidder shall pay no less than the Federal Wage Rates determined for the project area as set forth in the Contract Documents. The successful Bidder must ensure that employees and applicants for employment are not discriminated against because of their race, color, religion, sex or national origin.

The Owner reserves the right to waive any informalities, or to reject any or all bids.

B. INSTRUCTIONS TO BIDDERS

1. BIDDER'S RESPONSIBILITY

Each bidder shall familiarize himself with all of the attached forms, Instructions, General Conditions, Plans, Specifications, Drawings, et cetera (collectively "Contract Documents"), as he will be held responsible to fully comply therewith. Each bidder must visit the site of the work and acquaint himself with conditions affecting the work.

2. SUBMISSION OF BIDS:

Bids will be accepted on-line via the PennBID Program (<https://pennbid.bonfirehub.com/>). It is the responsibility of the bidder to submit his bid prior to the time of opening. No bid shall be considered after the time set for the receipt of bids.

Bids shall be submitted on the electronic Form of Bid furnished at PennBID. Submission of paper bid forms by mail, hand-delivery, fax, e-mail or other method will not be accepted and shall not constitute a responsive bid.

3. ADDENDA:

The apparent three (3) low bidders shall be prepared to provide the original paper copy of all requested bid forms, including original signatures and seals within three (3) days of the bid opening to the offices of the Owner, if requested to do so by the Owner.

Bidders shall acknowledge receipt of all addenda which have been issued during period of bidding and agree that said bulletins shall become part of this contract.

4. BID GUARANTY:

Each Bid shall be accompanied by either a certified check or Surety Company's Bid Bond as specified herein under "ADVERTISEMENT", in an amount of not less than ten (10) percent of the base bid, which check or bond shall be payable to the Owner as payee or obligee, and shall be forfeited as liquidated damages if the bidder fails to execute the contract in conformity with the Agreement incorporated in the Contract Documents, and furnish bonds as specified, within ten (10) days after receipt of Contract Documents. Such checks or bid bonds will be returned to all except the three lowest bidders immediately after the award, and the remaining unsuccessful bidders checks or bid bonds will be returned when the contracts executed by both parties are delivered to the successful bidder.

5. METHOD FOR SUBMITTING BIDS:

Sealed bids shall be accepted online at PennBID (<https://pennbid.bonfirehub.com/>).

No bid will be considered unless submitted upon the electronic bid form for the project via PennBID. The blank spaces in the bid form shall be filled in correctly, where indicated, for each and every item for which a description is given, and the bidder must state the prices for which he proposes to do each part of the work contemplated.

The bidder shall submit his signed bid electronically in addition to attaching the associated signed forms. Bidder shall answer all questions associated with the bid.

If bidder has been incorporated in some state other than Pennsylvania, bidder shall state whether the corporation is registered to do business in Pennsylvania. If bidder operates under an assumed or fictitious name, he shall state whether such name has been registered in Pennsylvania.

No contract will be awarded to a bidder who is a foreign corporation or operating under a fictitious or assumed name unless he has complied or agreed to comply with the proper registration under the laws of this Commonwealth.

6. PROOF OF BIDDER'S RESPONSIBILITY:

On request, bidder shall file an experience questionnaire and financial statement with the Owner. 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.

Upon request, bidder shall prove that he has liquid assets, available for the project upon which he is bidding in an amount equal to fifteen percentum (15%) of the first \$100,000.00 of the amount of the bid plus ten percentum (10%) of the next \$900,000.00 plus five percentum (5%) of the remainder of the bid.

None of the following will be considered as liquid assets:

- (a) Capital Stock of the Contractor.
- (b) Accounts receivable against which assignments have been made.
- (c) Equity in real estate.
- (d) Life Insurance.
- (e) Reserve representing pre-payment of taxes or other expenses.
- (f) Deposits held as security for other contracts.
- (g) Capital of proposed sub-contractors.

In addition to the financial qualifications, the bidder may be required to prove to the satisfaction of the Owner that he has successfully completed a contract for similar work in an amount of not less than seventy-five percentum (75%) of the amount of the proposed contract.

The foregoing will guide the Owner in determining the responsibility of the bidder, but additional information may be requested by the Owner whenever in its judgment such information is necessary to determine the responsibility of the bidder.

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 bid guaranty shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages.

7. CHANGES WHILE BIDDING:

During the bidding period, bidders may be furnished addenda or bulletins for additions to or alterations of the plans or specifications, if any, which shall be included in the work covered by the Bid and become a part of the contract documents.

If any prospective bidder on the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Engineer, electronically via PennBID, a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made electronically by an addendum duly issued electronically at PennBID. A copy of all questions and responses may be downloaded or viewed at any time by each registered bidder. The Engineer and/or Owner will not be responsible for any other explanations or interpretations of the proposed documents.

8. BID OPENING PROCEDURE:

Sealed bids on projects, will be received by the Owner via the PennBID Program until the time stated in the "Advertisement" at which time all bids will be publicly read at the Township Building. The Owner reserves the right to reject any or all bids, or parts thereof, as it may deem best for the interest of the Owner.

9. COLLUSIVE BIDS:

The bid of any bidder or bidders who engage in collusive bidding shall be rejected. Any bidder who submits more than one bid in such manner as to make it appear that the bids submitted are on a competitive basis from different parties shall be considered a collusive bidder. The Owner may reject the bid proposals of any collusive bidder upon bid opening. However, nothing in this section shall prevent a bidder from superseding a bid proposal by a subsequent bid delivered prior to bid opening which expressly revokes the previous bid.

10. WITHDRAWAL OF BIDS:

No bidder may withdraw his bid unless the request is made in writing and is received by the Owner prior to the time set for bid opening. After bid opening, no bidder may withdraw his bid within the time period indicated herein under "ADVERTISEMENT". Requests for withdrawal of bids after bid opening due to clerical error shall be made in accordance with Commonwealth of Pennsylvania Act. No. 4 (S.B. 793).

11. AWARD OF CONTRACT:

The Owner shall have the right to reject any or all bids or any parts thereof, or items therein. The Owner's Solicitor shall have the right to waive technicalities for the best interests of the Owner. If an award of Contract is made, it will be made to the lowest responsible bidder, based on the Base Bid or any combination of the Base Bid and any of the selected Add Alternates within the time period indicated herein under "ADVERTISEMENT" or if not specified, within 60 days of the bid opening.

Thirty (30) day extensions of time may be made by the mutual written consent of the Owner and the lowest responsible bidder. If the lowest bidder withdraws his bid or refuses or fails to proceed according to the Contract Documents, the Owner shall have the right to award the Contract to the next lowest responsible bidder or to reject all bids and re-bid the Project.

12. EXECUTION OF CONTRACT

The individual, firm or corporation to whom or to which the contract has been awarded within ten (10) days after receipt of said documents shall sign and return to the Owner, the contract documents and substitute for the certified check, or bid bond, which accompanied the bid, a contract bond or bonds in the penal sum at least equal to the amount of such contract, for the faithful performance of the contract, and also an additional bond for labor and materials, in the penal sum at least equal to the amount of such contract, to cover the prompt payment in full for all materials furnished and labor supplied or performed, executed by a surety company or companies qualified to do business in the state where bid and a maintenance bond in the amount stipulated herein under "SPECIAL CONDITIONS". Each such bond shall be on the form approved by the Owners Solicitor.

The contract shall be executed by the Owner and the successful bidder within 30 days of the date the contract is awarded unless the time shall be extended by the mutual written consent of the Owner and the successful bidder.

No bids or awards shall be considered binding upon the Owner unless and until the contract documents are properly executed by both parties.

13. FAILURE TO EXECUTE CONTRACT:

If the lowest responsible bidder to whom the contract is awarded fails to submit bonds or execute the contract within the time specified, the amount of the bid guaranty shall be paid to the Owner as liquidated damages. In such case the Owner, at his discretion, may award the contract to the next lowest responsible bidder, or reject all bids.

14. SUBLETTING OR ASSIGNING OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, of his right, title or interest therein, without the written consent of the Owner.

15. REJECTION OF BIDS:

The right is reserved by the Owner at its discretion to reject any or all bids or parts thereof. Bids may be rejected if they show any omission, alterations of form, addition or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind, or any other reason as the Owner shall determine. However, the Owner reserves the right to waive any defects or irregularities on bids.

16. SUB-SURFACE INFORMATION:

If a prospective bidder desires to make borings or soundings or to dig test pits at or near the site of the work he shall do so at his own expense subject to written approval of the Owner. Before making any excavations, borings or sounding or digging test pits the bidder shall check the records for any municipal, public utility, or privately owned structures that may be disturbed and notify the OWNER(s) of such structures forty-eight (48) hours in advance of starting work. In Pennsylvania, notification per PA One Call requires notice prior to start of work by calling 1-800-242-1776. Bidders must obtain OWNER'S or ENGINEER'S permission three (3) working days before making any borings and shall close bore holes and test pits.

THIS SET OF FORMS IS TO BE COMPLETED ELECTRONICALLY VIA PENNBID

C. FORM OF BID

TO: *TOWNSHIP OF HAVERFORD*
1014 Darby Road
Havertown, PA 19083

Gentlemen:

This bid is submitted in accordance with your advertisement inviting bids to be received until 10:00 AM on the 4th day of February 2025 for:

CONTRACT NO. R-37
GRANGE ESTATE NECESSARY ROOF REPLACEMENT

Having carefully examined the Contract Documents together with all Addenda or Bulletins, as prepared by the Engineers, and being familiar with the various conditions affecting the work, (including those under the General Conditions which provide for the payment of liquidated damages to the owner, hereafter set at **\$500.00** per calendar day, in the event that the contract is not completed within the allocated time). The undersigned agrees to furnish all labor, materials and equipment to construct and complete within **One-Hundred (100)** calendar days as set forth under the schedule outlined in Section 01001 of these specifications including all the necessary contract work, in accordance with said contract documents, for which the following units and/or lump sum prices are submitted.

By submission of this bid, the Contractor certifies that:

1. He has carefully examined the Contract documents, has examined carefully the site upon which the work is performed and has become familiar, by its own investigation, with the various conditions which may affect the performance of work.
2. He shall not at any time after the execution of this Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding in regard to the nature, conditions or character of the work to be done under this Contract, and shall assume all risk resulting from any change in the conditions, which may occur during the progress of this work.
3. He assumes all risk as to the nature of the conditions to the area where work is to be performed under this Contract and any other unfavorable condition that may be encountered in the performance of that work. No plea of ignorance of conditions that exist or may exist hereafter, or any other difficulties that may be encountered in the work to be performed hereunder as a result of the failure of the Contractor to make basis for any claim whatsoever for extra work. If a perspective bidder desires to obtain any information with regard to the worksite or conditions, the Owner will afford such perspective bidder the opportunity, at bidder's own expense to make any such site visits, evaluations or determination of the conditions.

List of Electronic Copies of Documents to be Uploaded with Bid

- _____ Form of Bid (C-3)
- _____ Bid Bond with Bonding Company Form
- _____ Certification of Suspension, Debarment or Preclusion (C-4)
- _____ Contractor's Certification of Non-Segregated Facilities (C-5)
- _____ Non-Collusion Affidavit of Prime Bidder (C-6 and C-7)
- _____ Non-Collusion Affidavit of Subcontractor (C-8 and C-9)
- _____ Statement of Information Required by H.U.D. Form No 674 (C-10)
- _____ Form of Guaranty (D-1)
- _____ Bidder Qualification Statement / Responsible Contractor Certification (D-2 through D-10)
- _____ Bidder Verification of Compliance with Responsible Contractor Ordinance Requirements (D-11)
- _____ Public Works Employment Verification Form (Section K)
- _____ Sexual Harassment and Non-Discrimination Form (Section L)

**THE FOLLOWING BID SHEET IS FOR INFORMATIONAL PURPOSES ONLY.
ACTUAL BID SHEET IS POSTED ON THE PENNBID WEBSITE.**

**Haverford Township
Delaware County, Pennsylvania
Contract No. R-37
Grange Estate Necessary Roof Replacement**

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
37-1	1 LS	Demolition and Replacement of Existing Roof. Price Complete, in place for the Lump Sum: _____	_____ DOLLARS	\$ _____
37-2	45 SF	Reconstruction of Stone Walls on the South and West Sides. Price Complete, in place per Square Foot: _____	_____ DOLLARS	\$ _____ \$ _____
37-3	1 LS	Furnishing/Installation of New Cupola. Price Complete, in place for the Lump Sum: _____	_____ DOLLARS	\$ _____
37-4	1 LS	Repair/Installation of Shutters on Window Openings. Price Complete, in place for the Lump Sum: _____	_____ DOLLARS	\$ _____
TOTAL BID FOR CONTRACT R-37				
(Items 37-1 thru 37-4 Based on Estimated Quantities)				\$ _____

CERTIFICATION OF SUSPENSION, DEBARMENT OR PRECLUSION

(TO BE UPLOADED WITH BID)

Date

On behalf of _____, I certify that
Name of Bidder

_____ And all of its principal officers,
Name of Bidder

Shareholders, partners, directors or other persons having a direct financial interest in the proposed contract to result from this bid (if successful), have not been and are presently not suspended, debarred or otherwise precluded by any Federal or State entity from the benefits which may result from obtaining this contract.

Signature of Individual Certifying

SEAL

Printed Name of Individual Certifying

(TO BE UPLOADED WITH BID)

CONTRACTOR'S

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his employees any segregated facilities at any of his establishments and that he/she does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he/she will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage areas, transportation and facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder further agrees that (except where he/she has obtained for specific time periods) identical certification from proposed subcontractors he/she will obtain identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

DATE: _____, 20_____.

NAME OF BIDDER: _____

BY: _____

TITLE: _____

OFFICIAL ADDRESS (INCLUDING ZIP CODE)

PHONE NO.: _____

(Title of Bidder's Representative)

Subscribed and sworn to before me

this ____ day of _____ 20__

(Signature of Notary)

(Title)

My commission expires _____

(Signature of Subcontractor's Representative)

(Title of Subcontractor's Representative)

Subscribed and sworn to before me

this _____ day of _____ 20__

(Signature of Notary)

(Title)

My commission expires _____

(TO BE UPLOADED WITH BID)

STATEMENT OF INFORMATION REQUIRED BY H.U.D. FORM NO. 674

1. FIRM NAME, ADDRESS AND TREASURY NUMBER OF BIDDER

_____		_____	
(Firm Name of Bidder)		(Treasury Number)	
_____	_____	_____	_____
(Street and/or P.O.Box)	(City)	(State)	(Zip Code)

2. IS BIDDER CORPORATION, PARTNERSHIP OR INDIVIDUAL? _____
(Form of Ownership)

3. IF PARTNERSHIP OR INDIVIDUAL DOING BUSINESS UNDER FICTITIOUS NAME, GIVE NAME, HOME ADDRESS AND SOCIAL SECURITY NUMBER WITH RESPECT TO EACH PRINCIPAL:

_____	_____	_____	_____	_____
(Name)	(City)	(State)	(Zip Code)	(Social Security #)
_____	_____	_____	_____	_____
(Name)	(City)	(State)	(Zip Code)	(Social Security #)
_____	_____	_____	_____	_____
(Name)	(City)	(State)	(Zip Code)	(Social Security #)
_____	_____	_____	_____	_____
(Name)	(City)	(State)	(Zip Code)	(Social Security #)

Continue same information on reverse side for any additional principals.

(TO BE UPLOADED WITH BID)

D. FORM OF GUARANTY:

Accompanying this Bid is a _____ in the amount of
_____ Dollars \$ _____ as bid security.

BULLETINS:

The bidder acknowledges receipt of the hereinafter enumerated bulletins which have been issued during period of bidding and agrees that said bulletins shall become a part of this contract. The bidder shall list below the numbers and issuing dates of the bulletins.

<u>Bulletin No.</u>	<u>Issuing Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

The undersigned hereby certifies that this Bid is genuine, and not sham or collusive, or submitted in the interest or on behalf of any person, firm or corporation not herein named, and has not, induced any other persons to refrain from biddings, and has not in any way sought by collusion to secure for himself an advantage over any other bidder.

FIRM NAME _____

ADDRESS _____

Official

By _____

TITLE _____

(TO BE UPLOADED WITH BID)

BIDDER QUALIFICATION STATEMENT

1. **INTRODUCTION**

1.1. This document must be included as part of the Bid submission. Failure to submit a fully completed and executed Bidder Qualification Statement may be considered justification for rejection of the bid.

1.2. This Bidder Qualification Statement is submitted with respect to the following project:

2. **GENERAL INFORMATION**

2.1. Name of Bidder: _____

2.2. Address of Bidder: _____

2.3. Telephone No.: _____

3. **ORGANIZATIONAL BACKGROUND**

3.1. Type of Organization:

- | | |
|---------------------------------------|--|
| <input type="checkbox"/> Corporation | <input type="checkbox"/> Individual |
| <input type="checkbox"/> Partnership | <input type="checkbox"/> Joint Venture |
| <input type="checkbox"/> Other: _____ | |

3.2. How long has your organization been in business:

- a. As a Contractor: _____ years
- b. As a Contractor engaged in construction work of the type proposed under this Contract: _____ years
- c. Under your current business name: _____ years

3.3. If the bidder is a corporation, complete this section:

a. Date & State of Incorporation: _____

b. Names & Titles of Officers:

_____, _____
_____, _____
_____, _____
_____, _____
_____, _____

3.4. If the Bidder is other than a corporation, describe the structure of your organization including date of initiation as a business and list the principals involved:

3.5. What portions of the work (i.e. trades work items, etc.) included in the proposed contract will be performed by subcontractors?

4. WORK HISTORY

4.1. Attach or list the following information on similar projects which your organization has completed in the past five (5) years. Name and type of project, owner, engineer, contract amount, date of completion.

4.2. Attach or list the following information on similar project which your organization now has in progress. Name and type of project, owner, engineer, contract amount, scheduled date of completion.

4.3. Has your organization ever defaulted on or otherwise failed to complete any work under contract? If so, note the circumstances:

4.4. Has any officer, partner or principal of your organization ever been an officer, partner or principal of another organization which defaulted on or otherwise failed to complete any work under contract? If so, note the circumstances:

4.5. Provide the construction experience (length, type) of the principal individuals of your organization which would be assigned to perform the proposed work under this Contract:

5. RESPONSIBLE CONTRACTOR CERTIFICATION - RESPONSES IN THIS SECTION REQUIRED WHEN BID AMOUNT IS \$250,000 OR MORE.

5.1. Does your firm have all valid, effective licenses, registrations or certificates required by federal, state, county or local law, including by not limited to, licenses, registrations or certificates required to (a) do business in the designated local; and (b) perform the contract work it seeks to perform. These shall include, but not limited to, licenses, registrations or certificates for any type of trade work or specialty work which the firm proposes to self-perform?

5.2. Does your firm meet the bonding requirements for the contract, as required by applicable law or contract specifications and any insurance requirements, as required by applicable law or contract specifications, including general liability insurance, workers compensation insurance and unemployment insurance requirements?

5.3. Has your firm been debarred by any federal, state or local government agency or authority in the past three (3) years?

5.4. Has your firm defaulted on any project in the past three (3) years?

5.5. Has your firm had any type of business, contracting or trade license, registration, or other certification suspended or revoked in the past three (3) years?

5.6. Has your firm been cited for a willful violation of federal or state safety laws in the past three (3) years?

5.7. Has the firm or owners been convicted of any crime relating to the contracting business by a final decision of a court or government agency in the past ten years?

5.8. Has the firm, within the past three years, been found in violation of any law applicable to its contracting business, including but not limited to, licensing laws, tax laws, prompt payment laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$1,000 or more?

5.9. Will your firm pay all craft employees that it employs on the project the current wage rates and benefits as required under applicable federal, state, or local wage laws?

5.10. Does your firm participate in a Class A Apprenticeship Program for each separate trade or classification in which it employs craft employees and will continue to participate in such program or programs for the duration of the project?

For purposes of this section a Class A Apprenticeship Program is an apprenticeship program that is currently registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for a least three (3) of the past five (5) years.

5.11. If your firm is identified as the lowest responsible bidder or otherwise selected as the prospective awardee or as a subcontractor of an awardee, will you provide the appropriate documentation, as determined by Haverford Township, to verify it meets the requirements of the Responsible Contractor Ordinance for each trade or classification of craft workers it will employ on the project? This verification shall be provided prior to performance of work by the firm.

5.12. Does your firm have all other technical qualifications and resources, including equipment, personnel and financial resources, to perform the referenced contract, or will obtain same through the use of qualified, responsible subcontractors?

5.13. Will your firm will maintain all qualifications, resources and capabilities referenced in this certification throughout the duration of the project?

5.14. Will your firm notify Haverford Township within seven (7) days of any material changes to all matters attest to in this certification?

5.15. Does your firm understand that the Contractor Responsibility Certification required by this section shall be executed by a person who has sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that the information submitted is true, complete and accurate?

If a firm or a firm's subcontractor(s) fails to provide responses as required by this section, it shall be disqualified from bidding. No action of any nature shall lie against Haverford Township because of its refusal to accept a bid for failing to provide information required by this section.

As part of the review process of at least 30 days, Haverford Township shall ensure that the required Contractor Responsibility Certification, the Subcontractor List, and the Subcontractor Responsibility Certifications have been submitted and properly executed. This section shall also be used for Subcontractors, when applicable.

A construction manager, general contractor or other lead or prime contractor shall not be permitted to use a subcontractor on any work for Haverford Township unless it has identified the subcontractor on its Subcontractor List and provided a Subcontractor Responsibility Certification.

6. REFERENCES

- 6.1. Bonding Company _____
And Agent _____
- 6.2. Bank _____

- 6.3. Trade _____

7. FINANCIAL STATEMENT

- 7.1. Attach a copy of a recent financial statement as prepared by your auditor.

8. CERTIFICATION

- 8.1. This Bidder Qualification Statement has been prepared on behalf of the following organization:

Name of Organization: _____

Name of Preparer: _____

Title of Preparer: _____

Date: _____

8.2. AFFIDAVIT

State of _____, County of _____

I, _____, being duly sworn, according to law, depose
Name of Official

and say that I am the _____ of the above organization, and
Position

that the responses provided in the Bidder Qualification Statement, including any attachments thereto are true and correct to the best of my knowledge and belief.

Sworn and Subscribed _____
Signature of Official

To before me

This _____ day of _____, 20_____

Notary Public

(TO BE UPLOADED WITH BID)

BIDDER VERIFICATION OF COMPLIANCE WITH

RESPONSIBLE CONTRACTOR ORDINANCE REQUIREMENTS

I, _____, in my capacity as the _____ for the company, _____ (“Bidder”), hereby declare under the penalty of perjury, pursuant to 18 Pa.C.S. § 4904, that I have personal knowledge that the Bidder fulfills all of the requirements of the “Responsible Contractor Bidding Requirements” as outlined in Chapter 4, Part 10 Fiscal Affairs, Article XXXI, Procedures, Rules and Regulations, Subsection §4-1008e.(4) “Responsible Contractor Bidding Requirements”, of the Township of Haverford Code, including the requirement that the Bidder participates in a Class A apprenticeship program for each separate trade or classification in which the Bidder employs craft employees and that the Bidder shall continue to participate in such program or programs for the duration of the project. I understand that a Class A apprenticeship program is an apprenticeship program that is currently registered with and approved by the United States Department of Labor or a state apprenticeship agency and has graduated apprentices to journeyman status for a least three of the past five years.

Signature: _____

Date: _____

E. GENERAL CONDITIONS

1. DEFINITIONS:

The OWNER is the party referred to in the Advertisement and whenever the word Owner is used herein it shall refer to and designate the party of the first part of the contract contained herein.

The CONTRACTOR is the individual, group, partnership or corporation undertaking to do the work herein specified (including his or their heirs, legal representatives, successors or assigns) and is the party of second part of the contract contained herein.

The ENGINEER, the person, firm or corporation who is designated by the OWNER on the contract contained herein.

The CONTRACT DOCUMENTS consist of the Advertisement, Instructions to Bidders, Form of Bid, General and Special Conditions, Construction Specifications, Form of Agreement, Form of Bond, List of Contract Drawings, Standard Details and the plans.

A SUB-CONTRACTOR is an individual group, partnership or corporation, having a direct contract with the Contractor to furnish a special service, labor or material towards the completion for the Contractors contract.

An INSPECTOR is an authorized representative of the Engineers and/or Owner, assigned to inspect the work performed and the materials supplied by the Contractor as to compliance with the Contract Documents.

The term WORK, used herein, includes all labor and/or materials, equipment and any other facilities necessary for the Contractor to complete the contract.

The term APPROVED, used herein, shall be held to mean as approved by the Engineer.

The term SUBSTANTIAL COMPLETION used herein shall be held to mean construction that is sufficiently completed in accordance with the Contract Documents and certified by the Engineer of the Owner, as modified by change orders agreed to by the parties, so that a 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.

NOTICE shall be deemed to have been duly served if written and delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives notice.

2. OTHER CONTRACTS

The Owner may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

3. SUB-CONTRACTS

No part of the contract shall be sublet without the prior written approval of the Owner and setting forth requirements to be met.

4. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractors, or any subcontractor, shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor, or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim and, if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

5. FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

6. SUPERINTENDENCE BY CONTRACTOR

At all times during which work is being performed under or affecting this contract, the Contractor shall keep a competent superintendent acceptable to the Engineer constantly on the site from the commencement of work under this contract until the completion thereof, who shall be constantly in touch with work and in all interlocking contracts affected thereby. The superintendent shall, in the absence of the Contractor, see that the instructions of the Engineer are carried out and all directions given such superintendent shall be as binding as if given to the Contractor.

7. PERMITS, LICENSES AND TAXES

The Contractor shall give all notice required by and comply with all applicable laws, ordinances, and codes of the Local Government, all construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawing and Detail Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Detail Specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility varying with any applicable Ordinance or code, including any written waivers (notwithstanding the fact that such installation is in compliance with the Drawings and Detail Specifications) the Contractor shall remove such work without cost to the Owner.

The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees, or charges for all permits required by the local regulatory body or any of its agencies.

Permits for the opening and/or occupation of Township or Borough roads shall be obtained by the Contractor and State Highway permits shall be obtained by the Owner. However, all inspection fees and/or any other charges shall be borne by the Contractor, whether same is billed directly to him or to the Owner. Should any such bill be left unpaid by the Contractor, the Owner shall be empowered to pay such bills and the cost thereof deducted from any monies due or to become due the Contractor.

Whenever the proposed construction requires a sales, consumers use, or other similar tax, the contractor shall pay for same.

8. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein; and, if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.

9. PROTECTION OF WORK AND PROPERTY

The Contractor shall provide adequate protection against injury or loss arising in connection with this contract for all his work and the property of the Owner. He shall make good any such damage, injury or loss, except such as may be due directly to errors in the drawings or specifications or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the specifications and drawings. He shall provide facilities for protection required by public authority or local conditions as passageways, guard fences, lights, etc.

The Contractor shall preserve and protect all trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction as may be determined by the Engineer and the Contractor shall be responsible for all unauthorized cutting or damaging of trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment. The Contractor shall remove only those trees designated by the Engineer to be removed.

10. TEMPORARY PROVISION FOR PUBLIC TRAVEL

The Contractor shall perform his work in such a manner as to interfere as little as possible with the use of intersecting roads or adjoining property. No excavation shall be left open or other obstruction allowed to remain longer than is absolutely necessary; and the Contractor shall provide all safeguards and temporary passageways that may be necessary for the convenience and protection of all persons using said property either day or night.

11. SHOP DRAWINGS

The Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other Contractor, three copies, checked and approved by him, of all shop or setting drawings and schedules required for the work of the various trades. The Engineers shall review, with reasonable promptness, such schedules and drawings only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor shall make any corrections required by the Engineers, file with him two copies and furnish such other copies as may be needed. The Engineers' review of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineers' attention to such deviations at the time of submission, and secured his written approval, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

12. TERMINATION; DELAYS; LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contract and the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for additional cost incurred by the Owner, as well as liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work any materials, tools, equipment and plant on the site of the work as necessary to complete the project.

If the work is not completed within the time stipulated, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner Liquidated Damages for each calendar day of delay, as set forth in the Form of Agreement, and the Contractor and his sureties shall be liable to the Owner for the amount thereof.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with Liquidated Damages for any delays in the completion of the work due:

To any acts of the Government, including controls or restriction upon or requisitioning of materials, equipment, tools, or labor by reason or war, national defense, or any other national emergency;

To any acts of the Owner;

To causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraphs above.

Provided, however, that the contractor promptly notified the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time of completing the work for a period of time commensurate with the period of excusable delay.

Should the completion of the work be delayed beyond the time herein specified for completion for any reason other than the act of neglect of the Owner, or an approved extension of time, the Contractor shall pay the Owner the actual engineering expenses incurred by the Owner as a result of such delay and the Owner may deduct such engineering costs from any payments due or to become due the Contractor.

13. INCONSISTENT SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Detail Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Detail Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Detail Specifications, the better quality or greater quantity of work or materials and the more stringent requirements shall be included in the bid, and unless otherwise ordered in writing, shall be performed or furnished.

14. USE OF PREMISES

The Contractor shall confine his equipment, storage of materials and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment. No material of any kind may be stored on Borough, Township or State Roads.

The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the Local Government regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

15. POSSESSION PRIOR TO COMPLETION

The Owner shall have the right to take possession or use any completed or partially completed part of the work, but such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contractor.

16. CHANGES IN THE WORK

The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract or make additions thereto, or omit work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise in writing by the Owner.

Except for the purpose of affording protection against endangering life or property, the Contractor shall make no changes in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

Where applicable, when unit prices are contained in the Bid, the Owner may order the Contractor to proceed with desired changes in the work. The value of such changes are to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. The Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized bid from him covering the work involved in the change, following which the procedure shall be as follows:

If the bid is acceptable, the Owner will prepare the change order in accordance therewith for acceptance by the Contractor and;

If the bid is not acceptable, and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a COST OF WORK basis.

Payment under COST OF WORK will be for the actual and necessary direct cost of the work in accordance with the orders of the Engineer, and in addition thereto the percentage of such cost hereafter stated. "Actual and necessary direct cost" shall be deemed to include the following:

(1) The actual expenditure for labor for the time actually engaged in the work, including the distributed cost of foreman in direct charge of such labor and insurance, taxes and other payments applicable to such labor.

(2) The actual expenditure for materials used up or incorporated in the work.

(3) A reasonable hourly, weekly or monthly rental as applicable, as determined by the Engineers, for use of motor trucks and special equipment such as power-operated shovels, cranes, drills, paving breakers, etc. (but not including small hand tools), at a rate not to exceed the current local rate charged for the type of equipment used, for the time that such equipment is required on the work for the performance of COST OF WORK EXCLUSIVELY. The rental price shall be for the equipment provided on the work and shall include transportation to and from the work, fuel, power, lubricants, operating tools, repairs, depreciation, replacements, and the sharpening of drills and other tools required to keep them in the best working condition.

To the actual and necessary direct cost of the work done under COST OF WORK as noted above, fifteen (15) percent will be added to the expenditure for labor as set forth in sub-paragraph (1) above and then (10) percent will be added to the expenditure for materials. No additions will be allowed to the rental of trucks, and special equipment. These percentages, and the rental price for equipment furnished, shall be deemed to cover the cost of heat, light, use and upkeep of small hand tools, administration, engineering, superintendence, all loss, damage, risk, and expenses incidental to the work and profit. The Contractor shall have no claim in excess of the above, such payments being in full compensation for the performance of such work and the furnishing of such materials and for all expense in connection therewith and incidental thereto.

Should the Contractor sublet any portion of the work to be executed under COST OF WORK payment for that portion will be computed as the actual and necessary direct cost as defined above, exclusive of any profit to the subcontractor, plus the percentages allowed, plus five (5) percent of the total paid to the sub-contractor.

The Contractor shall submit daily a statement in duplicate of work done on a COST OF WORK basis within twenty-four hours of the time the work is done, and representatives of the Engineer and the Contractor shall make daily comparison of the time and rates of labor, material used, etc., as given therein. After correction, if necessary, this comparison shall be signed by each and filed with the Engineer and the Contractor. The Contractor shall submit to the Engineer monthly, prior to each current estimate, four copies of an itemized statement of the amount and value of labor and materials furnished, accompanied by the original receipted bills for commodities purchased or for work performed under a subcontract, and by an affidavit certifying the correctness of the said statement. The Engineer shall have access to any books, vouchers, records, and memoranda showing the labor employed and the materials actually used on the specific operation and the actual net cost thereof.

17. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawing or otherwise 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 Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided herein.

18. DISPUTES

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work and all claims for alleged breach of contract within (10) days of commencement of the dispute be presented by the Contractor to the Owner 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 Owner of notice thereof.

The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Owner will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.

If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

19. MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the Detail Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for their purpose. Where equipment, materials, articles or workmanship are referred to in the Detail Specifications as "Equal To" any particular standard, the Engineer shall decide the question of equality.

The Contractor shall furnish to the ENGINEERS for review the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for review as required full information concerning proposes all other materials or articles which he proposes to incorporate in the work.

Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejections.

Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Specification, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Detail Specifications, shall have full force and effect as though printed therein.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent or careless or insubordinate.

20. SAMPLES, CERTIFICATES AND TESTS

The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer; promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been reviewed by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for review shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificates or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Review of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable. If materials, equipment or accessories are rejected, the Contractor shall reimburse the Owner for Engineering costs incurred as a result of the rejected materials, equipment, or accessories.

21. CHANGES IN EQUIPMENT AND/OR MATERIALS

In these specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and/or materials which are deemed most suitable for service anticipated. This is not done to eliminate other equipment and material equally as good and efficient. Contractor shall prepare his bid on particular material and equipment specified. Following award of contract, should Contractor desire to use some other make of machinery, equipment or material, he shall submit to Engineers a written request for such change and in same shall state advantage to Owner and saving or additional cost involved by substitution. Determination as to whether or not such change will be permitted rests solely with the Engineer.

If the requested change resulted in added engineering costs, the Contractor and Owner will be notified of the magnitude of same, by the Engineer, and the change will only be processed upon agreement by the Contractor to pay for the added engineering costs. If the Contractor refuses to pay said added costs, he must supply the equipment and/or materials specified.

22. PATENTS

The Contractor shall hold and save the Owner, its officers, and employees, harmless from liability of any nature or kind including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract including its use by the Owner unless otherwise specifically stipulated in the Detail Specifications.

23. WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in

any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances, constructed or places thereon by him to the Owner free from any claim, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all sub-contracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such material.

24. THE OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Owner, after three days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Engineers shall approve both such action and the amount charged to the Contractor.

25. THE OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineers, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certification of the Engineers that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety if any, seven (7) 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 he 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. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineers.

26. DAMAGES

Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by him, claim shall be made in writing to the party liable

within a reasonable time of the first observance of such damage and not later than the final payment, except as expressly stipulated otherwise in the Contract Documents, and shall be adjusted by agreement or arbitration.

27. ENGINEER'S STATUS

The Engineer shall be the Owner's representatives during the construction period. The Engineer will make periodic visits to the site to familiarize themselves generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. They will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work and they will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of their observations while at the site, they will keep the Owner informed of the progress of the work, will endeavor to guard the Owner against defects and deficiencies in the work of Contractor, and they may condemn work as failing to conform to the Contract Documents. They shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing, which shall be shown to the Contractor. They shall have authority to reject the work whenever such rejection may be necessary in their reasonable opinion to insure the proper execution of the Contract.

The Engineer shall be, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance. They shall side neither with the Owner nor with the Contractor, but shall use their powers under the Contract to enforce its faithful performance by both.

In case of termination of the employment of the Engineer, the Owner shall appoint a capable and reputable Engineer against whom the Contractor makes no reasonable objection, whose status under the Contract shall be that of the former Engineer; any dispute in connection with such appointment shall be subject to arbitration.

28. NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS

The Owner or the Engineer shall not be precluded or estoppel by any measurement, estimate or certificate, made or given by either of them or by any agent or employee of the Owner under any provision or revisions of the contract at any time, either before or after the completion and acceptance of the work and payment thereof pursuant to any measurements, estimate or certificate is untrue or incorrectly made in any particular or that the work or materials or any part thereof, do not conform in fact to the contract. The Owner shall have the right to reject the whole or any part of the aforesaid work or materials should that said measurements, estimate, certificate or payment be found or be known to be inconsistent with the terms of the contract or otherwise improperly given. The Owner shall not be precluded or estopped notwithstanding any such measurement, estimate, certificate and payment in accordance therewith, from demanding and recovering from the Contractor and his surety such damages as he may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Engineer, or any agent or employee of the Owner nor any certificate by the Engineer for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Owner or the Engineer nor any extension of time, nor any possession taken by the Owner or his employees, shall operate as a waiver of any portion

of the contract or of any power herein reserved by the Owner, or any right to damages herein provided, nor shall any waiver of any breach of contract be held to be a waiver of any other or subsequent breach.

29. SAFETY AND HEALTH REGULATIONS (OSHA)

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54). All work must be in compliance with State and Federal Occupational Health and Safety Regulations.

30. REMEDIES

The Owner and Contractor agree that all claims, disputes and other matters in question between the OWNER and the Contractor arising out of or relating to this Agreement or the breach thereof that cannot be resolved through direct negotiation, shall be submitted for formal Nonbinding Mediation unless the parties mutually agree otherwise.

If the claims, disputes and other matters remain unresolved after mediation, the matter shall go to a court of competent jurisdiction and venue within the State and County in which the OWNER is located.

31. INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

F. SPECIAL CONDITIONS

1. CONTRACT SECURITY

Each Contractor shall furnish a surety bond in an amount to 100 percent of the contract for faithful PERFORMANCE; a separate surety bond in an amount equal to 100 percent of the contract for the payment of LABOR and MATERIALS; and a separate MAINTENANCE bond in an amount equal to 25% of the total contract price up to \$200,000; plus 10% above \$200,000. The PERFORMANCE AND LABOR AND MATERIALS bonds are to continue in effect for a period of one (1) year after final payment. The MAINTENANCE bond is to continue in effect for a period of two (2) years after the date of completion, approval and acceptance of the entire work. Work shall not commence under this contract until each of the above bonds have been obtained.

All Bonds must be executed by a corporate surety satisfactory to the Owner, and each set of bonds executed must include a Power of Attorney and the latest statement of assets and liabilities with an authorized signature from that company. Should any surety upon such bonds become unsatisfactory to the Owner, the Contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Owner.

Only bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state same.

2. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

The Contractor shall either: require each subcontractor to procure and maintain during the life of his sub-contract, insurance of the type and in the same amounts as specified; or insure the activities of his subcontractors in his own policy.

A 30 Day Notice of Cancellation must be provided to the Owner.

Five (5) original copies of all Certificates must be provided.

Umbrella Policies shall spell out the primary coverage to which the excess coverage will apply.

Only certificates of insurance from companies licensed to do business in the state where the Owner is located will be approved.

The Financial Rating of all Insurance Companies must meet the minimum A.M. Best Ratings below;

A.M. Best Rating: A- (Excellent) or Higher

A.M. Best Financial Size Category: Class VII or Higher

Any contractor/supplier/sub-contractor shall procure and maintain during the life of this contract all forms of insurance, hereinafter noted, as being required.

Contract/supplier/sub-contractor must advise the Owner, immediately, of any cancellation of insurance, regardless of the circumstances of the cancellation. The contractor/supplier/sub-contractor is advised that the insurance company and/or any insurance agent and/or any insurance broker are under no duty or obligation to inform the Owner of any cancellation of insurance; thus, it is the contractor's/supplier's/sub-contractor's duty to advise of any cancellation.

Failure to provide the owner with notice of cancellation will void the contract.

All contractors/suppliers are required to procure and maintain the following insurance coverages.

(a) Workers' Compensation Insurance and Employers Liability

The contractor/supplier must maintain during the life of the contract Workers' Compensation insurance for his employees. Coverage must be in accordance with statutory requirements, including Employers Liability at minimum limits of \$500,000 Bodily Injury each employee, \$500,000 Bodily Injury each accident, and \$500,000 Disease each Employee.

(b) Commercial General Liability

The contractor/supplier/subcontractor must maintain during the life of this contract Commercial General Liability insurance to protect him, his subcontractors and the Owner for injury or damage caused directly or indirectly by him or his employees for the following items:

Contractor/Supplier	Bodily injury ea. occurrence	\$1,000,000
Subcontractor's Coverage	Bodily injury ea. occurrence	\$1,000,000
Products/Completed Operations Broad Contractual	Property damage ea. occurrence	\$1,000,000
Personal and Advertising Injury	Each occurrence	\$1,000,000
General Aggregate	Each occurrence	\$2,000,000
Underground Explosion Coverage		(See Para. 3)

Such insurance shall include Independent Contractors; Explosion, Collapse, and Underground Hazards; and Blanket Contractual Liability. The commercial general liability insurance shall include completed operation insurance. Contractor shall maintain such completed operations insurance for two (2) years after final payment and furnish Owner with evidence of continuation at final payment.

(c) Automobile Liability and Physical Damage

The contractor/supplier/subcontractor must maintain during the life of this contract Liability Insurance for all vehicles operating on Owners property at the following limits:

Owned, hired, and non-owned	Each person	\$ 500,000
	Each occurrence	\$1,000,000
Combined Single Limit, Bodily Injury and Property Damage	Each occurrence	\$1,000,000

(d) Umbrella Liability Insurance at a minimum limit of \$1,000,000 on a following form basis, excess of the General Liability, Automobile Liability and Employers Liability coverages.

3. SPECIAL COVERAGE TERMS

(a) 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. Limits shall be the same as required under Public Liability and Property Damage herein before specified.

(b) Owner Protective Coverages

All policies other than Workers' Compensation shall name Owner and Engineer, and their officers, agents, and employees as additional insureds on a primary and noncontributory basis, including for completed operations. All policies shall provide a waiver of subrogation in favor of the additional insured parties.

Contractor shall provide an insurance certificate evidencing the required coverages, with copies of the Additional Insured endorsement(s), Waiver of Subrogation, and Notice of Cancellation (if applicable) endorsements attached.

(c) Fire Insurance (DELETED)

(d) Railroad Insurance (DELETED)

(e) Contractors Pollution Liability Insurance (DELETED)

4. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

5. LOCATION OF UTILITIES

Since it is the desire of the Owner to disturb the area of construction only during the contract period and because all of the necessary equipment and materials are more readily available to the Contractor during the construction, these specifications provide that all utilities be located by the Contractor during construction.

The Contractor will be held responsible for locating, in advance of the structures to be built under this contract, all underground structures, such as water and gas mains; water and gas services; storm sewers and telephone and electric conduits, etc., which may be encountered during the constructing operation. He shall either dig test holes to determine the position of the underground structures, or he shall arrange with the Owners of such underground structures to assign a representative to make the locations. The Contractor shall pay the cost of digging test holes and likewise he shall pay the cost of the services of the representative of the Owners of such utilities for locating the said utilities; and the cost of determining the locations shall be included in the Contractor's unit or lump sum prices bid. The locations of utility service lines as shown on the plans is for the guidance of the Contractor and, since the information is as furnished by the respective utilities, the Engineer is not responsible for the accuracy of the information in this respect. The Contractor shall not be entitled to any claim for damage or extra compensation because of any delay caused by his failure to arrange for the location of utilities in advance of his work.

6. INSPECTION OF WORK

The Owner and/or Engineers may appoint such persons as they deem necessary to inspect, at any time, materials and equipment furnished and work done, under this contract. The Engineer shall be notified of the time and place of all work performed in sufficient time to allow arrangements for the assignment of inspectors. Neither the inspection or surveillance of the work, nor the presence or absence of an inspector shall relieve the Contractor of any of his obligations under the Contract or of making his work conform to the intent of the drawings and/or specifications.

The Owner's inspectors shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. Inspectors will be stationed on the work to report to the Engineers as to the progress of the work and the manner in which it is being performed; to report whenever it appears that the materials furnished and work performed by the Contractor fail to fulfill the requirements of the Contract, and to call to the attention of the Contractor any such failure or other default, but no inspection or any failure to inspect, at any time or place; shall relieve the Contractor from any obligation to perform all work strictly in accordance with the requirement of the Contract. In case of any dispute arising between the Contractor and any inspector as to materials furnished or the manner of performing the work, the inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided on by the Engineers. The inspectors shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the Contract, nor to approve or accept any portion of work, nor to issue instructions contrary to the drawings and specifications. Inspectors shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any instructions which the inspectors may give the Contractor shall in no way be construed as releasing the Contractor from fulfilling the term of the Contract.

When the Contractor has fully completed all work provided for under his contract and so notified the Engineers in writing, they will make a final inspection of the completed work and if, in their judgment, the Contractor has fully completed the work and it is in accordance with all terms, provisions and stipulations of the drawings, specifications and contract, they will issue a Certificate of Completion to the Owner showing the entire amount of work performed and the compensation earned by Contractor, including any approved extra work and the compensation therefore.

7. USE OF EXPLOSIVES

(DELETED)

8. NIGHT, WEEKEND AND HOLIDAY WORK

When required by the nature of the contract and/or upon specific permission of the Engineers, the Contractor shall perform all necessary work at night and/or weekends and holidays.

9. PAYMENT TO CONTRACTOR

Partial:

The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices and lump sum prices contained in the Bid. Payment for materials delivered and stored but not yet used will be made only if specifically provided for herein under the "SPECIAL CONDITIONS". The Contractor shall prepare his requisition for partial payment as of the day of the month mutually agreed upon and submit same in quadruplicate to the Engineer for his approval.

For contracts \$50,000. or less the amount due the Contractor shall be determined by the total value of work completed to date less ten percent (10%) of the total amount to be retained until final payment.

For contracts in excess of \$50,000. the amount due the Contractor shall be determined by the total value of work completed to date less ten percent (10%) of the total amount to be retained until fifty percent (50%) of the work has been completed and five percent (5%) until final payment. Provided, however, that in the event a dispute arises between the Owner and any prime Contractor, which dispute is based upon increased costs claimed by one prime Contractor occasioned by delays or other actions of another prime Contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a bond satisfactory to the Owner to indemnify such Owner against the claim. However, all such moneys retained by the Owner may be withheld from the Contractor until substantial completion of the contract.

Within 20 days of the receipt of a retainage payment by the Contractor, the Contractor shall pay all subcontractors with whom he has contracted their earned share of the payment the Contractor received.

Monthly or partial payment made by the Owner to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvement embraced in this Contract complete and satisfactory to the Owner in all details.

PAYMENT FOR STORED MATERIALS

The following (checked) provision will apply to this job.

No Payment will be made for stored materials.

Payment for materials stored.

Payment for materials stored in reasonable quantities which are delivered and accepted for incorporation in the work but are not yet so used, shall be estimated at ninety (90) percent of their cost, as determined by the ENGINEER. Such materials included in the estimate shall be and become the property of the Owner, and the CONTRACTOR shall promptly execute, acknowledge and deliver to the ENGINEER, proper bills of sale, or other instruments in writing in a form satisfactory to the ENGINEER. The CONTRACTOR shall submit to the ENGINEER, together with such bills of sale or other instruments, receipted invoices certifying to the payment of such materials, and delivery slips certifying to the delivery of such materials to the site of the work and shall, at his own expense, act for and protect the same and procure and maintain insurance against loss of the same by fire, theft or water, payable to the OWNER and/or CONTRACTOR as their respective interests may appear.

The CONTRACTOR shall submit the above under cover of a letter certifying that the materials incorporated on the "Material Invoice Statement" have been delivered to the site of work and that payment for said materials has been made in accordance with the specifications, and that upon payment to the CONTRACTOR of the amount invoiced, all such materials shall become the property of the OWNER. The letter shall also indicate that the CONTRACTOR certifies that said material is free from liens, charges and encumbrances, and the specifications regarding the materials remain in effect.

Such documents transferring to the OWNER the absolute legal title to said property shall be delivered to the OWNER before any such partial payment for such material shall be made. The inclusion of and the partial payment for this material shall in no way relieve the CONTRACTOR of responsibility for satisfactorily furnishing and placing this material in the work in accordance with the terms of the contract. In the event that any of this material becomes lost, impaired or damaged, the aforesaid monetary value of the lost, impaired or damaged material as may have been included in any estimate, will be deducted from the next estimate, and no payment will be allowed therefor until such material meets the specifications applicable thereto and exists on the project at the time a current estimate is being prepared.

Final:

After final inspection and acceptance by the Owner of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices and lump sum prices stipulated in the Bid. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with the "CONTRACTOR'S RELEASE" and "STATEMENT OF SURETY" as included herein under "SECTION H".

The Owner, before paying the final estimate, may at his option require the Contractor to furnish individual releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the project), and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claim or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

On contracts in excess of \$50,000. the Contractor shall be paid in full, except as provided in paragraph 9, 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, uncompleted, minor items, which amount shall be certified by the Engineer and upon receipt by the Owner 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 Engineer shall list in detail each and every 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 Engineer.

On contracts in excess of \$50,000. the final payment due the Contractor from the Owner after substantial completion of the contract shall bear interest at a rate of 6% per annum after the date that such payment shall become due and payable to the Contractor.

10. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final estimate nor final payment nor any provisions in the Contract shall relieve the Contractor of the responsibility for faulty materials or workmanship; and he shall remedy any defects due thereto and pay any damage resulting therefrom which shall appear within a period of two (2) years from the date for completion and acceptance by the Owner.

11. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract and relieve the Contractor or liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of two (2) years from the date for final inspection and acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

12. OFFICE SPACE

(DELETED)

13. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and local Government.

14. WATER

All water for construction purposes will be provided and paid for by the Contractor. Supply connections shall be installed by the Contractor as approved by the Engineers. Under water main extension projects only, all water for testing and flushing will be paid for by the Owner.

15. ELECTRICITY

All electricity required for construction purposes will be provided and paid for by the Contractor. Temporary extensions shall be furnished by the Contractor as approved by the Engineers.

16. LINES, GRADES AND CONSTRUCTION SURVEYING

The Contractor shall be responsible for the stake-out for the construction of the project. The Contractor shall provide at his expense all surveying required to layout the construction work from the horizontal and vertical reference points established by the Owner's Engineer. The Contractor shall provide all engineering personnel, materials, equipment and labor required to stake-out the baselines and/or centerlines and all offset lines and grades. All reference points provided by the Owner's Engineer shall be carefully protected by the Contractor. The Contractor shall notify the Owner's Engineer a reasonable time in advance of the locations at which he intends to work, to allow for layout of the references required with a minimum of inconvenience to the Engineer and delay to the Contractor.

17. CONTRACT STANDARDS ACT

The following stipulations are hereby included in each contract subject to the Contract Work Hours Standards Act:

(a) Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic, including watchmen and guards, to be employed on such work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in any work week unless such laborer or mechanic receives compensation at a rate of not less than one and one half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is the greater number of overtime hours.

(b) Violations: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of clause (a), in the sum of \$10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a work week without payment of the overtime wages required by clause (a).

(c) Withholding for Unpaid Wages and Liquidated Damages

The Local Public Agency may withhold from any monies payable on account of work performed by the Contractor or subcontractor the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in clause (b).

(d) Insertion of Clauses in Subcontracts

The Contractor agrees to insert the foregoing clauses (a), (b), (c), and this clause (d) in all subcontracts.

18. RATES OF WAGES

When indicated herein the Contractor and any subcontractor shall fully comply with the applicable Wage Rate Decisions of the United States Department of Labor or the Commonwealth of Pennsylvania Department of Labor and Industry, or the New Jersey Department of Labor and Industry.

The Following (Checked) Wage Rates will apply to this Job:

- U.S. DEPARTMENT OF LABOR
- PENNSYLVANIA DEPARTMENT OF LABOR
- NEW JERSEY DEPARTMENT OF LABOR
- NONE

"General Decision Number: PA20250087 01/03/2025

Superseded General Decision Number: PA20240087

State: Pennsylvania

Construction Type: Building

County: Delaware County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(1).

<p>If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$17.75 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2025.
<p>If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:</p>	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$13.30 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2025.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number Publication Date
 0 01/03/2025

ASBE0014-002 05/01/2024

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR (MECHANICAL- Duct, Pipe & Mechanical System Insulation).....	\$ 59.37	45.78

BOIL0013-008 01/01/2024

	Rates	Fringes
BOILERMAKER.....	\$ 52.10	35.38

BRPA0001-016 05/01/2024

	Rates	Fringes
BRICKLAYER (Including Pointing, Caulking, and Cleaning).....	\$ 48.70	31.42
MASON - STONE.....	\$ 48.40	31.95

BRPA0001-017 05/01/2024

	Rates	Fringes
TILE FINISHER.....	\$ 26.05	21.00
TILE SETTER.....	\$ 51.36	30.02

CARP0219-005 05/01/2024

	Rates	Fringes
MILLWRIGHT.....	\$ 53.54	36.94

CARP0251-004 05/01/2024

	Rates	Fringes
CARPENTER (Floor Laying - Hardwood, Carpet and Vinyl Only).....	\$ 50.52	30.88

CARP0255-008 05/01/2024

	Rates	Fringes
CARPENTER (Includes, Acoustical Ceiling Installation, Batt Insulation, Drywall Hanging, Metal Stud Installation, Firestopping, Form Work, Gutter Installation, Metal Flashing Installation, Metal Roof Installation, Scaffold Building and Siding		

Installation- Metal, Aluminum, and Vinyl).....	\$ 45.21	29.53

CARP0474-004 05/01/2024		
	Rates	Fringes
PILEDRIVERMAN.....	\$ 47.50	43.42

ELEC0098-009 05/03/2021		
	Rates	Fringes
ELECTRICIAN (Alarm Installation Only).....	\$ 52.31	43.44%+17.72

ELEC0126-008 06/03/2024		
	Rates	Fringes
LINE CONSTRUCTION Lineman.....	\$ 62.54	34.25%+11.50

ELEC0654-005 06/03/2024		
	Rates	Fringes
ELECTRICIAN (Includes HVAC/Temperature Controls Installation, Solar Panel Wiring and Installation; Excludes Low Voltage Wiring, Installation of Sound and Communication Systems and Alarm Installation).....	\$ 50.17	27.85%+24.79

ELEV0005-002 01/01/2024		
	Rates	Fringes
ELEVATOR MECHANIC.....	\$ 68.97	37.885+a+b
FOOTNOTES FOR ELEVATOR MECHANICS:		
A. PAID VACATION: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% for 6 months to 5 years of service.		
B. Eight Paid Holidays (provided employee has worked 5 consecutive days before and the working day after the holiday): New Years's Day; Memorial Day; Independence Day; Labor Day; Veteran's Day; Thanksgiving Day and the Friday after Thanksgiving Day, and Christmas Day.		

ENGI0066-047 07/01/2014		
	Rates	Fringes
POWER EQUIPMENT OPERATOR Mechanic.....	\$ 28.37	15.66

ENGI0542-034 05/01/2023

	Rates	Fringes
POWER EQUIPMENT OPERATOR		
Crane, Gradall, Bulldozer, Bobcat/Skid Steer/ Skid Loader, Grader/Blade, Loader, Paver (Asphalt, Aggregate, and Concrete), Backhoe/ Excavator/ Trackhoe, Boom, Concrete Pump, Crusher, Drill Rig Caissons, Milling Machine...\$ 51.95		32.74
Hoist (Single Drum), Forklift (all types).....\$ 47.87		31.53
Hoist (With Two Towers).....\$ 51.95		32.74
Oiler, Articulating Truck Operator.....\$ 44.85		30.65
Pump.....\$ 51.95		32.74
Roller.....\$ 47.87		31.53

IRON0401-006 07/01/2024

	Rates	Fringes
IRONWORKER (Reinforcing and Structural).....\$ 53.20		44.60

LAB00135-001 05/01/2024

	Rates	Fringes
LABORER (Mason Tender- Brick)....\$ 36.37		25.32

LAB00413-007 05/01/2024

	Rates	Fringes
LABORER		
Common or General; Concrete Worker.....\$ 35.85		25.32
Mason Tender- Cement/Concrete.....\$ 36.37		25.32

PAIN0021-029 05/01/2023

	Rates	Fringes
PAINTER		
Brush and Roller.....\$ 41.24		28.10
Drywall Finisher.....\$ 38.77		30.72
Spray.....\$ 42.49		28.10

PAIN0252-007 05/01/2022

	Rates	Fringes
GLAZIER.....\$ 46.09		34.83

PLAS0008-003 05/01/2022

	Rates	Fringes
PLASTERER.....	\$ 38.57	32.19

PLAS0592-037 05/01/2023		

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 44.20	32.76

PLUM0420-012 05/01/2024		

	Rates	Fringes
PIPEFITTER (Including HVAC Pipe and HVAC Unit Installation).....	\$ 70.32	42.78

PLUM0420-013 05/01/2024		

	Rates	Fringes
PIPEFITTER Mechanical Equipment Serviceman (HVAC Pipe and Unit Installation Only).....	\$ 70.32	42.78

PLUM0690-011 05/01/2023		

	Rates	Fringes
PLUMBER.....	\$ 64.73	37.21

ROOF0030-013 05/01/2021		

	Rates	Fringes
ROOFER (Includes Waterproofing, Excludes Metal Roof Installation).....	\$ 40.33	32.62

SFPA0692-003 05/01/2024		

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 66.81	33.66

SHEE0019-020 05/01/2024		

	Rates	Fringes
SHEET METAL WORKER (Includes HVAC Duct Installation).....	\$ 59.22	49.06

FOOTNOTE: Paid Holiday: Election Day		

UAVG-PA-0036 01/01/2023		

	Rates	Fringes
ELECTRICIAN (Installation of		

Sound and Communication Systems Only).....	\$ 56.00	34.42
ELECTRICIAN (Low Voltage Wiring Only).....	\$ 54.87	34.49

SUPA2011-045 08/20/2014

	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 34.27	22.55
OPERATOR: Drill.....	\$ 28.55	15.78
TRUCK DRIVER: Dump Truck.....	\$ 21.31	0.00

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (iii)).

The body of each wage determination lists the classifications and wage rates that have been found to be prevailing for the type(s) of construction and geographic area covered by the wage determination. The classifications are listed in alphabetical order under rate identifiers indicating whether the particular rate is a union rate (current union negotiated rate), a survey rate, a weighted union average rate, a state adopted rate, or a supplemental classification rate.

Union Rate Identifiers

A four-letter identifier beginning with characters other than ""SU"", ""UAVG"", ?SA?, or ?SC? denotes that a union rate was prevailing for that classification in the survey. Example:

PLUM0198-005 07/01/2024. PLUM is an identifier of the union whose collectively bargained rate prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. The date, 07/01/2024 in the example, is the effective date of the most current negotiated rate.

Union prevailing wage rates are updated to reflect all changes over time that are reported to WHD in the rates in the collective bargaining agreement (CBA) governing the classification.

Union Average Rate Identifiers

The UAVG identifier indicates that no single rate prevailed for those classifications, but that 100% of the data reported for the classifications reflected union rates. EXAMPLE: UAVG-OH-0010 01/01/2024. UAVG indicates that the rate is a weighted union average rate. OH indicates the State of Ohio. The next number, 0010 in the example, is an internal number used in producing the wage determination. The date, 01/01/2024 in the example, indicates the date the wage determination was updated to reflect the most current union average rate.

A UAVG rate will be updated once a year, usually in January, to reflect a weighted average of the current rates in the collective bargaining agreements on which the rate is based.

Survey Rate Identifiers

The ""SU"" identifier indicates that either a single non-union rate prevailed (as defined in 29 CFR 1.2) for this classification in the survey or that the rate was derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As a weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SUFL2022-007 6/27/2024. SU indicates the rate is a single non-union prevailing rate or a weighted average of survey data for that classification. FL indicates the State of Florida. 2022 is the year of the survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. The date, 6/27/2024 in the example, indicates the survey completion date for the classifications and rates under that identifier.

?SU? wage rates typically remain in effect until a new survey is conducted. However, the Wage and Hour Division (WHD) has the discretion to update such rates under 29 CFR 1.6(c)(1).

State Adopted Rate Identifiers

The ""SA"" identifier indicates that the classifications and prevailing wage rates set by a state (or local) government were adopted under 29 C.F.R 1.3(g)-(h). Example: SAME2023-007 01/03/2024. SA reflects that the rates are state adopted. ME refers to the State of Maine. 2023 is the year during which the state completed the survey on which the listed classifications and rates are based. The next number, 007 in the example, is an

internal number used in producing the wage determination. The date, 01/03/2024 in the example, reflects the date on which the classifications and rates under the ?SA? identifier took effect under state law in the state from which the rates were adopted.

WAGE DETERMINATION APPEALS PROCESS

1) Has there been an initial decision in the matter? This can be:

- a) a survey underlying a wage determination
- b) an existing published wage determination
- c) an initial WHD letter setting forth a position on a wage determination matter
- d) an initial conformance (additional classification and rate) determination

On survey related matters, initial contact, including requests for summaries of surveys, should be directed to the WHD Branch of Wage Surveys. Requests can be submitted via email to davisbaconinfo@dol.gov or by mail to:

Branch of Wage Surveys
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

Regarding any other wage determination matter such as conformance decisions, requests for initial decisions should be directed to the WHD Branch of Construction Wage Determinations. Requests can be submitted via email to BCWD-Office@dol.gov or by mail to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2) If an initial decision has been issued, then any interested party (those affected by the action) that disagrees with the decision can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Requests for review and reconsideration can be submitted via email to dba.reconsideration@dol.gov or by mail to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative

Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210.

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END OF GENERAL DECISION"

19. "STEEL PRODUCTS PROCUREMENT ACT"

If any steel products are required in the performance of this Contract or any subcontracts hereunder only steel products, as defined in the Commonwealth of Pennsylvania Act No. 1978-3 (S.B. No. 1068), shall be used or supplied.

20. ACT 287

The Contractor's attention is directed to the provisions of Act 287, as amended by Act 121, enacted by the General Assembly of the Commonwealth of Pennsylvania which specifies the Contractor's responsibilities during excavation and demolition operations in areas of underground utilities. The list of utilities to be notified is shown on the plans.

21. ACT 127

The Contractor's attention is directed to the provision of Act 127 of 2012 enacted by the General Assembly of the Commonwealth of Pennsylvania which specifies that on all Prevailing Wage contracts the Contractor and Subcontractors must submit the Public Works Employment Verification Form to the Owner.

FEDERAL REQUIREMENTS EXHIBIT F-1
CONSTRUCTION CONTRACTOR'S FEDERAL
AFFIRMATIVE ACTION REQUIREMENTS

The following notice shall be included in, and shall be a part of, all solicitations for offers and bids on all Federal and Federally-assisted construction contracts or subcontracts in excess of \$10,000 to be performed in Delaware County: NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246).

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the CONTRACTOR'S aggregate workforce in each trade on all construction work in the covered area, are as follows:

Female Participation:

Minority Participation:

Goals (percent)

6.9

Goals (percent)

17.3

These goals are applicable to all the CONTRACTOR'S construction work (whether or not it is Federal or Federally-assisted) performed in the covered area.

The CONTRACTOR'S compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, his/her efforts to meet the goals established for the geographical area where the contracts resulting from this solicitation is to be performed. The hours of minority and female employment and training must be substantially uniform throughout the length of the Contract, in each trade, and the CONTRACTOR shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from CONTRACTOR to CONTRACTOR or from project to project for the sole purpose of meeting the CONTRACTOR goals shall be a violation of the Contract, the Executive Order and the regulations of 41 CFR Part 60-4. Compliance with the goals will be measured against the total work hours performed.

3. The CONTRACTOR shall provide written notification to the Director of the Office of Federal Contract Compliance Programs within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work under the Contract resulting from this solicitation. The notification shall list the name, address and telephone number of the Subcontractor; employer identification number; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the Contract is to be performed.
4. As used in this Notice, and in the Contract resulting from this solicitation, the "covered area" is Delaware County.

EXHIBIT F-2
FEDERAL EQUAL OPPORTUNITY CLAUSE

During the performance of this AGREEMENT, the CONTRACTOR agrees as follows:

1. The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
2. The CONTRACTOR will, in all solicitations or advertisements for employees placed by or on behalf of the CONTRACTOR, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
3. The CONTRACTOR will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the CONTRACTOR'S commitment under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
4. The CONTRACTOR will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
5. The CONTRACTOR will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his/her books, records and accounts by NOAA and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
6. In the event of the CONTRACTOR'S noncompliance with the nondiscrimination clauses of this Contract or with any of such rules, regulations or orders, this Contract may be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for further government contracts or Federally-assisted construction contract procedures authorized by Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

7. The CONTRACTOR will include the portion of the sentence immediately preceding paragraph 1 and the provisions of paragraphs 1 through 7 in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The CONTRACTOR will take such action with respect to any subcontract or purchase order as NOAA may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that in the event a CONTRACTOR becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by NOAA, the CONTRACTOR may request the United States to enter into such litigation to protect the interest of the United States.

The DEPARTMENT further agrees that it: will be bound by the above Equal Opportunity Clause with respect to its own employment practices when it participates in Federally-assisted construction work: provided, that if the CONTRACTOR so participating is a State or local government, the above Equal Opportunity Clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work or under the Contract.

The DEPARTMENT agrees that it will assist and cooperate actively with NOAA and the Secretary of Labor in obtaining the compliance of CONTRACTOR and subcontractors with the Equal Opportunity Clause and the rules, regulations and relevant orders of the Secretary of Labor; that it will furnish NOAA and the Secretary of Labor such information as they may require for the supervision of such compliance; and that it will otherwise assist NOAA in the discharge of its primary responsibility for securing compliance.

The DEPARTMENT further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a CONTRACTOR debarred from, or who has not demonstrated eligibility for, Government contracts and Federally-assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon CONTRACTORS and subcontractors by NOAA or the Secretary of Labor pursuant to Part 11, Subpart D of the Executive Order. In addition, the DEPARTMENT agrees that if it fails or refuses to comply with these undertakings, NOAA may take any or all of the following actions: cancel, terminate, or suspend the grant in whole or in part; refrain from extending any further assistance to the DEPARTMENT under the program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such Department; and refer the case to the Department of Justice for appropriate legal proceedings.

EXHIBIT F-3
STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS
(EXECUTIVE ORDER 11246)

1. As used in these specifications:
 - A. "Covered Area" means the geographical area described in the solicitation from which this Contract resulted.
 - B. "Director" means Director, Office of Federal contract Compliance Programs, United States Department of Labor, or any person to whom the Director delegates authority.
 - C. "Employer identification number" means the Federal Social Security number used on the Employer's Quarterly Federal Tax Return, U. S. Treasury Department Form 941.
 - D. "Minority" includes:
 - (i) Black (all persons having origins in any of the black African racial groups not of Hispanic origin);
 - (ii) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish Culture or origin, regardless of race);
 - (iii) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Island); and
 - (iv) American Indian or Alaska native (all persons having origins in any of the original peoples of North America maintaining identifiable tribal affiliations through membership and participation or community identification.
2. Whenever the CONTRACTOR, or subcontractor at any tier, subcontracts any portion of the work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000, the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this Contract resulted.

3. If the CONTRACTOR is participating (pursuant to 41 CFR 60-4.5) in any Hometown Plan approved by the U. S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. CONTRACTOR must be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each CONTRACTOR or subcontractor participating in an approved Plan is individually required to comply with its obligations under the EEO Clause, and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other CONTRACTOR or subcontractors toward a goal in an approved Plan does not excuse any covered CONTRACTOR'S or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
4. The CONTRACTOR shall implement the specific affirmative action standards provided in Paragraphs 7A through P of these specification. The goals set forth in the solicitation from which this Contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the CONTRACTOR shall reasonably be able to achieve in each construction trade in which it has employees in the covered area. The CONTRACTOR is expected to make substantially uniform progress toward its goals in each craft during the period specified.
5. Neither the provisions of any collective bargaining agreement, nor the failure by a union with whom the CONTRACTOR has a collective bargaining agreement, to refer either minorities or women shall execute the CONTRACTOR'S obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
6. In order for the nonworking training hours of apprentices and trained to be counted in meeting the goals, such apprentices and trainees must be employed by the CONTRACTOR during the training period, and the CONTRACTOR must have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of employment opportunities. Trainees must be trained pursuant to training programs approved by the U.S. Department of Labor.
7. The CONTRACTOR shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be used upon its effort to achieve maximum results from its actions. The CONTRACTOR shall document these efforts fully, and shall implement affirmative action steps at least as extensive as the following:

- A. Ensure and maintain a working environment free of harassment, intimidation and coercion at all sites, and in all facilities at which the CONTRACTOR'S employees are assigned to work. The CONTRACTOR, where possible, will assign two or more women to each construction project. The CONTRACTOR shall specifically ensure that all foremen, superintendents and other on site supervisory personnel are aware of and carry out the CONTRACTOR's obligation to maintain such working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
- B. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when CONTRACTOR or its unions have employment opportunities available and maintain a record of the organizations responses.
- C. Maintain a current file of the names, addresses and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was referred back to the CONTRACTOR by the union or, if referred, not employed by the CONTRACTOR, this shall be documented in the file with the reason therefore, along with whatever additional actions the CONTRACTOR may have taken.
- D. Provide immediate written notification to the Director when the union or unions with which the CONTRACTOR has a collective bargaining agreement has not referred to the CONTRACTOR a minority person or woman sent by the CONTRACTOR, or when the CONTRACTOR has other information that the union referral process has impeded the CONTRACTOR's efforts to meet its obligations.
- E. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the CONTRACTOR's employment needs, especially those programs funded or approved by the Department of Labor. The CONTRACTOR shall provide notice of these programs to the sources compiled under 7B above.
- F. Disseminate the CONTRACTOR's EEO policy by providing notice of policy to unions and training programs and requesting their cooperation in assisting the CONTRACTOR in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement, by publicizing it in the company newspaper annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location when construction work is performed.

- G. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with employees having any responsibility for hiring, assignment, layoff, termination or other employment decisions including specific review of these items with on site supervisory personnel such as Superintendents, General Foremen, etc., prior to the initiation of construction work at any job site. A written record shall be made and maintained identifying the time and place of these meetings and persons attending, subject matter discussed and disposition of the subject matter.
- H. Disseminate the CONTRACTOR'S EEO policy externally by including in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the CONTRACTOR'S EEO policy with other CONTRACTORS and subcontractors with whom the CONTRACTOR does or anticipates doing business.
- I. Direct its recruitment efforts, both oral and written, to minority, female and community organizations, to schools with minority and female students and to minority female recruitment and training organizations serving the CONTRACTOR'S recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the CONTRACTOR shall send written notification to organizations such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
- J. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer and vacation employment to minority and female youth both on the site and in other areas of a CONTRACTOR'S workforce.
- K. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR Part 60-3.
- L. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.

- M. Ensure that seniority practices, job classifications, work assignments and other personnel practices, do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the CONTRACTOR'S obligations under these specifications are being carried out.
 - N. Ensure that all facilities and company activities are nonsegregated except that separate or single-user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - O. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.
 - P. Conduct a review, at least annually, of all supervisors adherence to and performance under the CONTRACTOR'S EEO policies and affirmative action obligations.
8. CONTRACTORS are encouraged to participate in voluntary associations which assist in fulfilling one or more of their affirmative action obligations (7A through P). The efforts of a contractor association, joint contractor-union, contractor-community, or other similar group of which the CONTRACTOR is a member and participant, may be asserted as fulfilling any one or more of its obligations under 7A through P of these specifications provided that the CONTRACTOR actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program reflected in the CONTRACTOR'S minority and female workforce participation, makes a good faith effort to meet its individual goal and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the CONTRACTOR. The obligation to comply, however, is the CONTRACTOR'S and failure of such a group to fulfill an obligation shall not be a defense for the CONTRACTOR'S noncompliance.
9. A single goal for minorities and a separate single goal for women has been established. The CONTRACTOR, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, the CONTRACTOR may be in violation of the Executive Order if a particular group is employed in a substantially disparate manner (for example, even though the CONTRACTOR may be in violation of the Executive Order if a specific minority group of women is under utilized).
10. The CONTRACTOR shall not use the goals and timetables or affirmative action standards or discriminate against any person because of race, color, religion, sex or national origin.
11. The CONTRACTOR shall not enter into any subcontract with any person or firm disbarred from Government contracts pursuant to Executive Order 11246.

12. The CONTRACTOR shall carry out such sanctions and penalties for violations of these specifications and or the Equal Opportunity Clause, including suspension, termination and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations by the Office of Federal Contract Compliance Programs. Any CONTRACTOR who fails to carry out such sanctions and penalties shall be in violation of the Specifications and Executive Order 11246, as amended.
13. The CONTRACTOR, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in Paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the CONTRACTOR fails to comply with the requirements of the Executive Order, the implementation of regulations, or these specifications, the Director shall proceed in accordance with 41 CFR 60-4.8.
14. The CONTRACTOR shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions herein as may be required by the Government and to keep records. Records shall at least include for each employee the name, address, telephone numbers, construction trade, union affiliation if any, employee identification number when assigned, social security number, race, sex, status (e.g. mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of Pay, and locations at which the work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, CONTRACTORS shall be required to maintain separate records.
15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g., those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

EXHIBIT F-4
NONDISCRIMINATION CLAUSE

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestral national origin, age, or sex. Contractor shall take affirmative action to insure that applicants employed, and that employees or agents are treated during employment, without regard to their race, color, religious creed, handicap, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to: employment, upgrading, demotion or transfer, recruitment, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; or selection for training. Contractor shall post in conspicuous places, available to employees, agency of applicants for employment, and other persons, a notice to be provided by the contracting agencies setting forth the provisions of this nondiscrimination clause.
2. Contractor shall, in advertisements or requests for employment placed by it or on its behalf, state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, handicap, ancestry, national origin, age or sex.
3. Contractor shall send each labor union or workers' representative with which it has collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.
4. It shall be no defense to a finding of noncompliance with this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations. However, if any evidence indicates that the Contractor was not on notice of the third-party discrimination or made good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.
5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet the obligations under this nondiscrimination clause. Contractor shall then employ and fill vacancy through other nondiscriminatory employment procedures.
6. Contractor shall comply with all state and federal laws prohibiting discriminatory hiring or employment opportunities. In the event of Contractor's noncompliance with the nondiscrimination clause of this contract or with any such laws, this contract may be terminated, suspended, in whole or in part, and Contractor may be declared temporarily ineligible for future Commonwealth contracts, and other sanctions may be imposed and remedies invoked.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records, and accounts by the contracting agency for purposes of investigation to ascertain compliance with the provisions of this clause. If Contractor does not possess documentation records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency.

8. Contractor shall actively recruit minority and women subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in any subcontract, so that such provisions will be binding upon each Subcontractor.

10. Contractor obligations under this clause are limited to the Contractor's facilities in Pennsylvania or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

CONTRACTOR'S

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he/she does not maintain or provide for his employees any segregated facilities at any of his establishments and that he/she does not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder certifies further that he/she will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he/she will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity Clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage areas, transportation and facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, color, religion or national origin, because of habit, local custom or otherwise. The Bidder further agrees that (except where he/she has obtained for specific time periods) identical certification from proposed subcontractors he/she will obtain identical certification from proposed subcontractor prior to the award of subcontracts exceeding \$10,000.00 which are not exempt from the provisions of the Equal Opportunity Clause, and that he/she will retain such certifications in his files.

NOTE: The penalty for making false statements in offers is prescribed in 18 U.S.C. Paragraph 1001.

DATE: _____, 19__.

NAME OF BIDDER: _____

BY: _____

TITLE: _____

OFFICIAL ADDRESS (INCLUDING ZIP CODE)

PHONE NO.: _____

NON-COLLUSION AFFIDAVIT OF PRIME BIDDER

State of _____)
County of _____) ss

_____, being first duly sworn, deposes and says that:
(Name of Bidder's Representative)

(1) He is _____
(Capacity of Bidder's Representative - i.e.: owner, partner, officer, agent, etc.)

of _____;
(Name of Bidder)

(2) He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, 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/BOROUGH 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 affiant.

(Name of Bidder)

(Signature of Bidder's Representative)

(Title of Bidder's Representative)

Subscribed and sworn to before me

this _____ day of _____ 20 _____

(Signature of Notary)

(Title)

My commission expires _____

NON-COLLUSION AFFIDAVIT OF SUBCONTRACTOR

State of _____)
County of _____) ss

_____, being first duly sworn, deposes and says that:
(Name of Subcontractor's Representative)

(1) He is _____
(Capacity of Subcontractor's Representative - i.e.: owner, partner, officer, agent, etc.)

of _____;
(Name of Subcontractor)

(2) He is fully informed respecting the preparation and contents of the Subcontractor's Proposal submitted by the Subcontractor to the Contractor (the Prime Bidder) for certain work in connection with the Contract of the Prime Bidder to which this affidavit pertains;

(3) Such Subcontractor's Proposal is genuine and is not a collusive or sham proposal;

(4) Neither the said Subcontractor nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, 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 Proposal in connection with the Contract or to refrain from submitting a Proposal in connection with such Contract, or has in any manner, directly or indirectly, sought by unlawful agreement or connivance with any other Bidder, firm or person to fix the price or prices in said Subcontractor's Proposal or to fix any overhead, profit or cost element of the said Subcontractor's Proposal, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the TOWNSHIP/BOROUGH 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 Subcontractor's Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Subcontractor or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Name of Subcontractor)

(Continued on next page)

(Signature of Subcontractor's Representative)

(Title of Subcontractor's Representative)

Subscribed and sworn to before me

this ____ day of _____ 20 ____.

(Signature of Notary)

(Title)

My commission expires _____

STATEMENT OF INFORMATION REQUIRED BY H.U.D. FORM NO. 674

1. FIRM NAME, ADDRESS AND TREASURY NUMBER OF BIDDER

(Firm Name of Bidder) (Treasury Number)

(Street and/or P.O.Box) (City) (State) (Zip Code)

2. IS BIDDER CORPORATION, PARTNERSHIP OR INDIVIDUAL? _____
(Form of Ownership)

3. IF PARTNERSHIP OR INDIVIDUAL DOING BUSINESS UNDER FICTITIOUS NAME, GIVE NAME, HOME ADDRESS AND SOCIAL SECURITY NUMBER WITH RESPECT TO EACH PRINCIPAL:

(Name) (City) (State) (Zip Code) (Social Security #)

(Name) (City) (State) (Zip Code) (Social Security #)

(Name) (City) (State) (Zip Code) (Social Security #)

(Name) (City) (State) (Zip Code) (Social Security #)

(Name) (City) (State) (Zip Code) (Social Security #)

Continue same information on reverse side for any additional principals.

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we the undersigned _____

_____ as
PRINCIPAL, and _____ as SURETY are held and
firmly bound unto _____ hereinafter called the
"TOWNSHIP/BOROUGH", in the penal sum of _____
Dollars

(\$ _____), lawful money of the United States, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that whereas the Principal has submitted the accompanying Bid, date _____, 20____, for _____

NOW, THEREFORE, if the Principal shall not withdraw said Bid within the period specified therein after the opening of the same, or if no period be specified, within thirty (30) days after the said opening, and shall within the period specified therefore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the TOWNSHIP/BOROUGH in accordance with the Bid as accepted, and give bond with good and sufficient surety or sureties, as may be required, for the faithful performance and proper fulfillment of such Contract; or in the event of the withdrawal of said Bid within the period specified, or the failure to enter into such Contract and give such bond within the time specified, if the Principal shall pay the TOWNSHIP/BOROUGH the difference between the amount specified in said Bid and the amount for which the TOWNSHIP/BOROUGH may procure the required work or supplies or both, if the latter amount be in excess of the former, then the above obligation shall be void and of no effect, otherwise to remain in full force and virtue.

In the event that Bidder defaults in any of its undertaking herein assumed, including without limitation, its obligation to execute and deliver the Agreement prescribed and to furnish the bond required within ten (10) days after the Agreement is presented to it for signature, the Bidder hereby empowers any Prothonotary or attorney of any Court or Record to appear for Bidder in any and all actions which may be brought for damages or other charges or expenses resulting from any default and/or to sign for Bidder an agreement for entering in any competent Court an amicable action or actions for the recovery of such damages or other charges or expenses, and in said suits or in said amicable action or actions, to confess judgment against Bidder for all or any part of the damages resulting as aforesaid, and for interest and costs, together with an attorney's commission of 5%. Such authority shall not be exhausted by one exercise thereof, but judgment may be confessed as aforesaid from time to time as often as any such damages accrue.

The remedies hereinabove given to the TOWNSHIP/BOROUGH and all rights and remedies given to it by law and equity shall be cumulative and concurrent,

IN WITNESS WHEREOF, the above bonded parties have executed this instrument under their several seals of this _____ day of _____, 20 _____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

In presence of:

_____ (SEAL)

Individual Principal

Business Address

_____ (SEAL)

Individual Principal

Business Address

ATTEST:

Corporate Principal

Business Address

By _____

Affix Corporate Seal

ATTEST:

Corporate Surety

Countersigned: _____

By _____
Attorney-in-Fact, Commonwealth of PA

By _____
Affix Corporate Seal

(Power of Attorney for person signing for surety company must be attached to bond).

CERTIFICATE AS TO CORPORATE PRINCIPAL

I, _____,
certify that I am the _____
Secretary of the Corporation named as Principal in the within bond; that

who signed the said bond on behalf of the Principal was then _____
_____ of said corporation; that I know his
signature, and his signature thereto is genuine, and that said bond was duly signed, sealed and
attested to for and in behalf of said Corporation by authority of its governing body.

(Corporate Seal)

Title

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder _____
2. Permanent main office address _____
3. When organized _____
4. If a corporation, where incorporated _____
5. How many years have you been engaged in improvements work of this type under your present firm or trade name? _____
6. Contract on hand: (Schedule these showing gross amount of each contract and the appropriate anticipated dates of completion).

7. General character of work performed by you _____
8. Have you ever failed to complete any work awarded to you? If so, where and why?

9. Have you ever defaulted on a contract? If so, where and why?

10. List the more important contracts recently by you, stating approximate gross cost for each, and the month and year completed.

11. List your major equipment available for this contract.

12. Experience in improvement work similar in importance to this project.

13. Background and experience of the principal members of your organization, including the officers.

14. Give bank references and address.

15. Enclosed or attached is a detailed financial statement.

16. Will you, upon request, furnish any other information that may be required by the

_____?

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the

in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____
day of _____, 20_____.

Name of Bidder

By

Title

STATE OF _____)

COUNTY OF _____)

) ss

_____, being duly sworn, deposes and says that he
is

of

Name of Bidder's Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct. Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

SECTION 01001

SPECIAL PROVISIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. This contract includes the replacement of the existing roof and supporting structure at the Necessary building on the Grange Estate and all associated work as shown on the plans and within the specifications.

1.2 GRANGE ESTATE

- A. The Grange Estate is a 10-acre historical site in the southeast portion of the Township at 143 Myrtle Avenue. The site contains six major buildings in addition to numerous other features throughout the grounds. The site is owned by the Township and operated by the Friends of the Grange.
- B. The entire site is listed on the National Register of Historic Places from the Pennsylvania Historical and Museum Commission.

1.3 QUALIFICATIONS

- A. Each prospective bidder must demonstrate that they have adequate experience working on historical buildings. Minimum requirements shall include:
 - 1. Ten (10) years' experience in the completion of substantial restoration projects in accordance with the Secretary of the Interior's Standards for Rehabilitation.
 - 2. Completion of no fewer than three (3) similar projects in the previous five (5) years.
 - 3. Minimum of two (2) of the three (3) similar projects involving roofs
- B. Each prospective bidder shall be required to submit a fully completed "Statement of Bidder's Qualifications". All information contained on this statement must be fully completed. Should a specific question/statement not apply, acknowledgement of such must be indicated on the form.
- C. Where the proposed general contractor will also complete the work of one or more of the trades listed below with its own forces, a separate "Statement of Bidder's Qualifications" form shall be submitted for each trade.
 - 1. General Contractor
 - 2. Restoration Carpentry

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3. Masonry Restoration
4. Cedar Shingle Roofing

D. The Owner has the right to reject any bidders who do not demonstrate adequate previous experience with historical buildings.

1.4 NUISANCE ORDINANCE

A. Under this contract Haverford Township will allow work between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday. No work whatsoever, operation of machinery, or material deliveries may be performed before or after these hours or on a Saturday or Sunday, unless authorized by the Township. The Contractor must request from the Township permission to work on a Saturday a minimum of 72-hours in advance.

1.5 LEAD PAINT

A. The contractor shall assume the existing wood brackets and trim on the building contain lead paint. It shall be the contractor's responsibility to remove and dispose of all lead paint in accordance with all Federal, State, and Local requirements.

1.6 WORK TO BE COMPLETED

A. All work must be completed in accordance with the "Standards for the Treatment of Historic Properties with Guidelines for Preserving, Rehabilitating, Restoring and Reconstructing Historic Buildings" latest edition as prepared by the Secretary of the Interior. For reference, links for the wood shingle roof and mortar joints are provided below:

<https://www.nps.gov/tps/how-to-preserve/briefs/19-wooden-shingle-roofs.htm>

<https://www.nps.gov/tps/how-to-preserve/briefs/2-repoint-mortar-joints.htm>

B. The following work shall be completed as part of the bid:

1. Mitigate any lead paint that may exist.
2. Removal, salvaging and replacement of the existing cupula/vent assembly.
3. Temporary bracing and protection of all existing walls to remain in place.
4. Removal and disposal of the remaining roof, framing, flashing, counterflashing, etc.
5. **Removal and salvaging of all structural aesthetic components that are in good condition. Township personnel will determine what components are to be salvaged. The contractor shall remove all nails, screws and other**

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fasteners from the material and transport them to a location on the property designated by the Owner.

6. Reconstruction of the existing masonry bearing walls as required to restore the integrity of the walls and accommodate the new roof structure.
7. Reinforcement of the deteriorated portions of the existing wood knee walls.
8. Install new timber rafters, wall plates, collar ties, wood lath, decking, waterproof membrane, and trim.
9. Install new taper-sawn cedar shakes in accordance with the contract documents.
10. Installation new wood trim to match existing configuration.
11. Replacement of damaged or missing stucco areas
12. Repointing of designated interior and exterior stone facades
13. Construction/installation of a new Cupola to match the existing cupola as close as possible.
14. Clean-up and restore all disturbed areas.

1.7 WORK IN PROJECT AREA

- A. The Contractor must ensure that all work, activities, materials, etc. do not interfere in any manner with the normal operations of the Grange Estate.
- B. All debris to be disposed of must be removed from around the building on a daily basis.**

1.8 PROTECTION OF EXISTING FACILITIES

- A. The Contractor is solely responsible for protection of all existing facilities for the duration of the installation process. Should any damage occur to any portion of the facility, the Contractor is solely responsible for repair and/or replacement of the damage to the satisfaction of the Township.
- B. It is imperative that all precautions be taken to protect all existing features both on the building and around the property. This includes the stone façade, adjacent retaining walls, landscaping, trees, etc.

1.9 SALVAGE AND DISPOSAL OF MATERIAL

- A. The contractor shall salvage and retain on site all removed components that are in good condition and are not be used in the reconstruction/repairs outlined in the contract. Prior to disposal of any material, Grange personnel shall be notified so they can examine the material and determine if there is any component(s) they desire to retain. These components shall be removed from the work area and stored at a location designated by the Grange personnel.
- B. The Contractor shall remove and dispose of all material as required in a legal manner in accordance with all Local, State and Federal regulations.

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1.10 FAILURE TO PERFORM WORK IN ACCORDANCE WITH SPECIFICATIONS

- A. If during the duration of this contract, the contractor fails or refuses to perform work in accordance with the specifications and/or the direction of the Owner or Engineer, the Owner, may at his discretion, order the contractor to correct the deficient work and may hold the dollar value of such deficient work from any monies due or become due to the contractor until the work is corrected to his satisfaction. If such an instance occurs, the Contractor shall have no claim for extra time and/or money as a result of any circumstances related to the deficient work included but not limited to any delays of future work, delivery of materials or interest earned on the monies withheld.

The Contractor shall take the above into consideration when preparing his bid, and it shall be assumed that he has prepared his bid and entered into contract in full contemplation of these stipulations.

END OF SECTION

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SECTION 01010

CONTRACTORS WORK

PART 1 GENERAL

1.1 RESPONSIBILITY OF CONTRACTOR

- A. Contractor shall furnish all materials, implements, machinery, equipment, tools, supplies, transportation, labor and supervision required to construct the facilities as shown on contract drawings and specified herein. It shall be the responsibility of the Contractor to proceed with the work in the manner and within such limitations as may be prescribed by the Engineers.

1.2 CONSTRUCTION LIMITS

- A. Contractor shall confine his operations strictly within the limits of rights-of-way, indicated by the plans and/or directed by the Engineers, unless written permission is obtained to occupy additional ground. Upon completion of work the Contractor shall cleanup and restore the area of his operations to a condition at least equal to original conditions. Unless specified elsewhere herein, all restoration shall be included in the Contractor's unit and/or lump sum price bid. Damage to property outside of specified construction limits shall be the responsibility of the Contractor and restoration of same shall be made at the Contractor's expense.

1.3 MEASUREMENT OF WORK AND MATERIALS

- A. The Contractor will be paid for the actual quantity of authorized work or material furnished under each item of the contract, at the prices stipulated for each item. If the quantity of any unit price item is decreased the Contractor shall have no claim for damages on the basis of loss of anticipated profits. All quantities of work and materials to be paid will be determined by the Engineers in accordance with working lines specified in the contract documents.

1.4 CONSTRUCTION SEQUENCE

- A. Submit for approval prior to construction a detailed schedule outlining all major activities, including the projected dates for work on each road in each phase. Upon approval, the Contractor shall adhere to this schedule unless written permission to the contrary is given by the Owner.

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1.5 CONTRACTOR'S RESPONSIBILITIES

- A. The Contractor shall be responsible for all costs, including temporary power, water, telephone, testing services, road opening permits in local roads, building and electrical permits, construction permits, and licenses.
- B. The Contractor shall amend at their cost all permits required by Federal, State, PennDOT, County, and Township.

1.6 PROTECTION OF WORK AND PROPERTY

- A. Contractor shall protect and maintain existing structures, access to existing businesses and driveways, equipment and new construction (unless otherwise specified) in an undisturbed condition during the contract period.
- B. Contractor shall provide adequate protection for the public, the Owners, and his employees during the contract period. Provide protective devices and equipment for protection of people and property. Protective measures shall comply with the Occupational Safety and Health Administration (OSHA) and other codes having jurisdiction.
- C. The Contractor shall provide adequate protection against injury or loss arising in connection with this Contract for all his work and the property of the Owner. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the specifications and drawings. He shall provide facilities for protection required by public authority or local conditions as passageways, guard fences, lights, etc.
- D. The Contractor shall furnish, erect, place and maintain pedestrian/traffic control signs and devices and maintain them during hours of construction and at all other times in accordance with the methods indicated on the drawings and the special provisions of the Contract.

1.7 CLEAN-UP

- A. Each Contractor shall periodically remove waste so that at no time shall there be undue accumulation in the work area. Upon completion of the work, the Contractor shall remove from the project and adjacent property, all surplus and discarded materials, equipment and temporary structures and leave the premises broom clean.

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- B. A final cleaning inspection shall be made by the Engineer. The Contractor shall perform any additional cleaning as required by the Engineer.

1.8 TIME OF THE ESSENCE

- A. Time is of the essence in the performance of the Work required by this Contract. No extensions of time will be granted for rain days, snow days or cold weather.

1.9 COPIES OF DOCUMENTS

- A. **Furnished Copies:** Contractor will be furnished a maximum of 3 sets of full-size Contract Drawings, (in addition to as-built set) including revised drawings, and a maximum of 3 copies of the Contract Specifications in addition to those used in the execution of the Agreement.
- B. **Additional Copies:** Additional copies of the above documents will be supplied with the Contractor paying for printing, handling and delivery cost upon receipt.

1.10 RELATED DOCUMENTS

- A. The Contractor shall adhere to the rules, regulations and requirements of all state, county and local permits and/or approvals issued for this project. Permitting agencies must be notified by the Contractor prior to construction per the requirements of the permits.

1.11 WORK WITHIN THE GRANGE PROPERTY

- A. The Contractor's construction operations, equipment, materials and any other such items shall not leave the designated access routes unless written permission is provided by the Township.
- B. The Contractor shall neither damage nor destroy any trees or shrubs located within the work area unless written permission is provided by the Township. Any trees or shrubs damaged or destroyed without permission shall be replaced in kind by the Contractor at no additional cost to the Owner.
- C. Contractor shall restore all disturbed areas to their original condition including all access routes to the building.

END OF SECTION

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01010-3

SECTION 01015

PRE-CONSTRUCTION SURVEY

PART 1 GENERAL

1.1 PURPOSE

- A. The purpose of this survey is to locate and document all existing conditions, both prior to the commencement of any construction within the area.

1.2 PERSONNEL

- A. The Contractor shall provide a competent English speaking person to conduct a detailed survey. This person shall be an officer of the company or a representative of the firm's insurance carrier.

1.3 TIMING

- A. The pre-construction survey shall be conducted after issuance of the notice to proceed. The survey shall be conducted no sooner than 4 working days and no later than 2 working days prior to the commencement of work. No mobilization, deliveries or work of ANY NATURE shall be permitted prior to the pre-construction survey.

PART 2 SITE SURVEYS

2.1 EXTERIOR SURVEY

- A. In accordance with the time parameters outlined in Section 1.3, the Contractor must obtain the services of a qualified professional to video tape the existing features adjacent to the route of proposed construction activity. The purpose of this video is to establish the pre-construction conditions of the area, so a determination of the required restoration can be made upon completion of the project.

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B. The video shall meet the following minimum requirements:

1. Extent:

Exterior:

- a. As a minimum the video shall extend 75-feet in all directions from the exterior walls of the Necessary.
- b. The video shall encompass the entire façade of the Necessary including all interior and exterior portions of the roof.
- c. The entire access route from the parking area to the building.
- d. The entire parking area and route to the parking area from the main driveway.

Interior:

- a. All rooms within all floors of the entire building.
- b. All walls, floors and ceilings within all the individual rooms.
- c. The entire interior of the “springhouse area”

2. The video shall also encompass the access drive from Myrtle Avenue to the parking area and for a minimum of 75-feet in either direction of the drive. The video shall show in detail all building facades including foundations, windows, basement bulkheads, exterior structures, drains; paving; steps; walkways; door entrances, trees, signs and all other features within this limit.
3. An audio narrative shall be included outlining in detail a description of the video being taken. This description shall include the location of the video, house number, proximity, and all other information pertinent to fully describing the object and ascertaining its location and existing condition.

PART 3 EXECUTION

3.1 GENERAL

- A. All video shall be high quality (HQ) color digital video discs.
- B. All film employed for still pictures shall be a high-quality type. All pictures shall be a minimum 4-inch x 6-inch size.
- C. All written documentation shall be clear and legible. All designations shall be clearly identified with dimensions to a minimum of two (2) fixed reference points. A clear and concise description shall be provided for each condition encountered indicating the precise nature, dimensions, location and situation encountered.

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- D. All documentation shall be clearly identified with the following information:
1. Contract Number and Title
 2. Location
 3. Specific location identified
 4. Date and time the survey was conducted.
- E. Two (2) copies of all documentation shall be provided to the Engineer for review at least two (2) working days prior to the commencement of construction.

END OF SECTION

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01015-3

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Measurement and payment criteria applicable to the Work performed under a Unit Price payment method and stipulated Lump Sum method.
- B. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

- A. Measurement methods delineated in the individual specification sections, if any, are intended to complement the criteria of this section.
- B. The Contractor shall take all measurements and compute quantities. The Engineer will verify measurements and quantities.

1.3 UNIT QUANTITIES SPECIFIED

- A. Quantities and measurements indicated in the Form of Proposal are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.
- B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit or lump sum prices contracted.

1.4 MEASUREMENT OF QUANTITIES

- A. Measurement by Number: Will be measured by the actual number of completed items installed.
- B. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

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- C. Measurement by Area: Measured by square dimension using mean length and width or radius.
- D. Linear Measurement: Measured by linear dimension, at the item centerline or mean chord.
- E. Stipulated Lump Sum or Unit Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.5 PAYMENT

- A. Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services and all incidental work; erection, application or installation of an item of the Work; overhead and profit.
- B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

- A. Payment will not be made for any of the following:
 - 1. Products wasted or disposed of in a manner that is not acceptable.
 - 2. Products determined as unacceptable before or after placement.
 - 3. Products placed beyond the lines and levels of the required Work.
 - 4. Products remaining on hand after completion of the Work.
 - 5. Loading, hauling, and disposing of rejected Products.

PART 2 GENERAL

2.1 GENERAL

- A. Payment for materials furnished and work done under this contract will be made as hereinafter stipulated for the amount of materials furnished and work performed under authorization of Engineers, or their authorized representative, and

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in accordance with their measurements. Contractor shall not be entitled to receive additional compensation for any work or materials except as shall be authorized by written order of the Owner.

- B. The following items, classifying the various kinds of work, refer to respective items bid in the "Form of Bid".

Item 37-1: Payment for "Demolition and Replacement of Existing Roof" will be made at the lump sum price bid in "Form of Bid". This item shall include demolition, reconstruction/replacement of the entire roof structure above the masonry walls including but not limited to sill plate, lintels; rafters, decking, shingles, ceiling joists, blocking, all trim attached to the structure including fascia and rake boards, and the supporting structure to accommodate the cupola. The lump sum price bid shall include: permits; coordination with the Township and Grange personnel; pre-construction survey; surveying/documentation of the existing conditions and documentation necessary to reconstruct features close as possible as close as possible to the original conditions; removal, salvaging and legal disposal of all components within and outside of the building; removal and salvaging of the existing components to remain as determined by the Township including those in good condition but not limited to; rafters; trim; ceiling joists, and portions of the cupola remaining; protection of all existing interior and exterior features to remain; mitigation of and legal disposal of lead paint for all components being removed; removal and legal disposal of the existing roof structure to the existing masonry walls as indicated on the drawings including but not limited to: all remaining rafters, sheathing, shakes, trim, collar ties and existing wall plates; salvaging of all wood components in good condition as determined by the Township and transportation to a designated storage area; temporary support of all existing walls the duration of the work; furnishing and installation of the new roof structure including but not limited to: 3x8 continuous wall plate, 3x5 rafters, collar ties; wall plates; ceiling joists; taper blocks, 5/4"x 3 wood lath; chamfering/detailing of rafter tails to match existing rafters; all anchors, bolts, structural angles/plates and all other fasteners required to complete the work in accordance with the plans and specifications and all applicable codes; connections to existing walls; furnishing and installation of the new 3x8 lintel over the window on the south elevation in accordance with the detail; replacement of all wall/ceiling structure damaged including ceiling joists, wood lath, and plaster ceiling; accommodations for the the proposed trim; connections; sealants; restoration of all disturbed areas to their original condition; and all appurtenant labor, work, supervision, tools, equipment, material, shop drawings and other items incidental thereto, and in accordance with the contract documents and all associated standards for this work.

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Item 37-2: Payment for “Reconstruction of Stone Walls on the South and West Sides” will be made at the unit price bid per square foot in “Form of Bid”. The square foot price bid shall include: coordination with the Township and Grange personnel; pre-construction survey; removal and legal disposal of all debris within and outside of the building; protection of all existing interior and exterior features to remain; mitigation and legal disposal of any lead paint components being removed; temporary support of the existing walls as necessary; cutting of the interior and exterior plaster to neat/straight lines and removal of the plaster to a point necessary to accommodate the stone replacement; removal of the existing stone walls to a solid stable point as confirmed by the Township; salvaging of the existing stone for re-use; furnishing of supplementary stone as required; reconstruction of the wall to the same dimensions as the existing in accordance with the most recent Secretary of Interior standards for this work including but not limited to: testing of existing plaster and mortar, submission of a plaster and mortar mixes conforming to the composition of the existing, repair of damaged areas, rebuilding of all new sections to the same dimensions and configuration as the existing, replacement of interior and exterior plaster finishes on the wall to match the existing composition and thickness as the existing, protection of all mortar and plaster repairs until fully cured; removal and legal disposal of all excess/unusable material; restoration of all disturbed areas to their original condition and all appurtenant labor, work, supervision, tools, equipment, material, shop drawings and other items incidental thereto, in accordance with the contract and all associated standards for this work.

Item 37-3: Payment for “Furnishing/Installation of New Cupola” will be made at the lump sum price bid in “Form of Bid”. The lump sum price bid shall include: permits; coordination with the Township and Grange personnel; pre-construction survey; protection of all existing interior and exterior features to remain; salvaging of the existing cupola structure; documentation of all existing features of the cupola including the dimensions of the opening at the peak of the roof, the base section remaining on the existing cupola and all features visible from the remaining sections salvageable and historical pictures; completion of a drawing and/or mock-up of the structure for approval by the Township depicting the dimensions and details of the new structure; construction of the new cupola structure to match the scale and detail of the existing as close as possible; installation of the rectangular base portion at the peak of the roof including all flashing; reconstruction and installation of the cupola structure including but not limited to: wood structure, gable copper roof; vent slats, stucco finish, color and all other facets and components necessary to match as close as possible the historical pictures; restoration of all disturbed areas to their original condition and all appurtenant labor, work, supervision, tools, equipment, material, shop drawings and other items incidental thereto, in accordance with the contract and all associated standards for this work.

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Item 37-4: Payment for “Repair/Installation of Shutters on Window Openings” will be made at the lump sum price bid in “Form of Bid”. The lump sum price bid shall include permits; coordination with the Township and Grange personnel; pre-construction survey; surveying/documentation of the existing conditions and necessary to establish as close as possible the existing conditions including testing of the paint; salvaging of the existing salvaged portions of the wood shutters remaining to match the existing shutters in place on the south facade; removal of any lead paint (if present) to the extent necessary to make all repairs repair/replacement of any damaged/deteriorated sections of the shutter to match the exiting dimensions and detail of the existing; preparation and painting of both the repaired shutters and the existing shutters sections currently installed; replacement of all hinges and hardware on both shutters to match as close as possible the existing; reinstallation of both shutters and all appurtenant labor, work, supervision, tools, equipment, material, shop drawings and other items incidental thereto, in accordance with the contract and all associated standards for this work.

END OF SECTION

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SECTION 01310

CONSTRUCTION SCHEDULES

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Promptly after the effective date of the Agreement, prepare and submit to Engineer estimated construction progress schedules for the Work, with sub-schedules of related activities which are essential to its progress.
- B. Submit schedule in accordance with the timeframe for completion of work outlined in the contract.
- C. Submit revised progress schedules should any significant changes transpire within the schedule and/or at the request of the Engineer or Owner.
- D. Schedule and attachments must be prepared on a typewriter or a computer printer. Handwritten schedules are not acceptable.

1.2 RELATED REQUIREMENTS

- A. Section 01010 - Contractors Work
- B. Section 01700 - Project Closeout
- C. Section 01340 - Shop Drawings, Product Data and Samples

1.3 FORM OF SCHEDULES

- A. Prepare schedules in the form of a horizontal bar chart.
 - 1. Provide separate horizontal bar for each trade or operation.
 - 2. Horizontal time scale: Identify the first work day of each week.
 - 3. Scale and spacing: To allow space for notations and future revisions.
 - 4. Minimum sheet size: 8-1/2" x 11".
- B. Format of listings: The chronological order of the start of each item of Work.
- C. Identification of listings: By major specification section numbers.

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1.4 CONTENT OF SCHEDULES

- A. Construction Progress Schedule:
 - 1. Show the complete sequence of construction by activity.
 - 2. Show the dates for the beginning, and completion of, each major element of construction.
- B. Submittals Schedule for Shop Drawings, Product Data and Samples. Show:
 - 1. The dates for Contractor's submittals.
 - 2. The dates approved submittals will be required from the Engineer.

1.5 PROGRESS REVISIONS

- A. Indicate progress of each activity to date of submission.
- B. Show changes occurring since previous submission of schedule:
 - 1. Major changes in scope
 - 2. Activities modified since previous submission
 - 3. Revised projections of progress and completion
 - 4. Other identifiable changes
- C. Provide a narrative report as needed to define:
 - 1. Problem areas, anticipated delays, and the impact on the schedule.
 - 2. Corrective action recommended and its effect.
 - 3. The effect of changes on schedules of contractor.

1.6 SUBMISSIONS

- A. Submit initial schedules within ten days after the effective date of the Agreements.
 - 1. Engineer will review schedules and return review copy within 10 days after receipt.
 - 2. If required, reissue within 7 days after return of review copy.
- B. Submit revised progress schedules with each application for payment.

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- C. Submit the number of opaque reproductions which the Contractor requires, plus two copies which will be retained by the Engineer.

1.7 DISTRIBUTION

- A. Distribute copies of the relevant schedules to:
 - 1. Job site file.
 - 2. Subcontractors.
 - 3. Other concerned parties.
- B. Instruct recipients to report promptly to the Contractor, in writing, any problems anticipated by the projections shown in the schedules.

END OF SECTION

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SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 GENERAL

1.1 WORK INCLUDED

- A. Submit Shop Drawings, Product Data, and Instruction Manuals required by Contract Documents.

1.2 RELATED REQUIREMENTS

- A. Definitions, and Additional Responsibilities of Parties: Conditions of the Contract.

1.3 SHOP DRAWINGS

- A. Drawings shall be presented in a clear and thorough manner.
 - 1. Details shall be identified by reference to sheet and detail, shown on Contract Drawings.

1.4 PRODUCT DATA

- A. Preparation
 - 1. Clearly mark each copy to identify pertinent products or models.
 - 2. Show performance characteristics and capacities.
 - 3. Show dimensions and clearances required.

1.5 SUBMISSION REQUIREMENTS

- A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor.
- B. Number of Submittals Required:
 - 1. Shop Drawings: Submit four (4) copies.
 - 2. Product Data: Submit four (4) copies.
- C. Submittals Shall Contain:
 - 1. date of submission and the dates of any previous submissions.
 - 2. The Project title and contract number.

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3. The names of:
 - a. Contractor.
 - b. Supplier.
 - c. Manufacturer.
4. Identification of the product, with the specification section number.
5. Applicable standards, such as ASTM or Federal Specification numbers.
6. Identification of deviations from Contract Documents.
7. Identification of revisions on resubmittals.
8. An 8 in. x 3 in. blank space for Contractor and Engineer stamps.
9. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

1.6 RESUBMISSION REQUIREMENTS

- A. Make any corrections or changes in the submittals required by the Engineer and resubmit until approved.
- B. Shop Drawings and Product Data:
 1. Revise initial drawings or data and resubmit as specified for the initial submittal.
 2. Indicate any changes which have been made other than those previously noted by the Engineer.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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SECTION 01700

PROJECT CLOSEOUT

PART 1 GENERAL

1.1 RELATED WORK SPECIFIED ELSEWHERE

- A. Project Record Documents - Section 01720.

1.2 SUBSTANTIAL COMPLETION

- A. When the work is considered substantially complete, submit a written notice that the Work, or a designated portion thereof, is substantially complete. Include a list of all items that require completion or correction.
- B. Within a reasonable time after receipt of such notice, an observation will be made to determine the status of completion.
- C. If the Work is not considered substantially complete, the Contractor will be notified in writing, giving the reasons therefor.
- D. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion. This notice shall include a statement of action taken on each item noted a requiring correction or completion to achieve "Substantial Completion" status.
- E. The Work will be observed a second time.
- F. When the Engineer concurs that the Work is substantially complete, he will:
 - 1. Issue a letter accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Engineer.

1.3 FINAL OBSERVATION

- A. When the Work is considered complete, submit written certification that:
 - 1. Contract Documents have been reviewed.
 - 2. Work has been observed and has been completed in compliance with Con

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- tract Documents.
3. Equipment and systems have been tested in the presence of the Engineer and are operational.
 4. Work is ready for final observation.
- B. Observation will be made to verify the status of completion with reasonable promptness after receipt of such certification.
 - C. If the Work is not considered complete, the Contractor will be notified in writing, listing the incomplete or defective work.
 - D. Contractor shall take immediate steps to remedy the stated deficiencies and, after correcting deficiencies, he shall send a second written certificate that the work is complete. This certification shall itemize each deficiency noted and a statement of action taken to remedy or complete the Work.
 - E. The work will be observed a second time.
 - F. When the Work is acceptable under the Contract Documents, the Contractor shall be required to make closeout submittals.

1.4 SECOND OBSERVATION FEES

- A. Should the Engineer perform a second observation due to failure of the work to comply with the claims of status of completion made by the Contractor:
 1. Engineer will deduct the amount of such compensation from the final payment to the Contractor.

1.5 CLOSEOUT SUBMITTALS

- A. Project Record documents as specified under Section 01720.

1.6 SPARE PARTS AND MAINTENANCE MATERIALS

- A. Furnish spare parts and maintenance materials as specified under various Sections of the Specifications.
- B. Package and label parts and materials and store in area of the building where directed by the Engineer.

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1.7 FINAL ADJUSTMENT OF ACCOUNTS

- A. Submit a final statement of accounting.
- B. Statement shall reflect all adjustments to the Contract Sum:
 - 1. The original Contract Sum.
 - 2. Additions and deductions resulting from:
 - a. Previous Change Orders.
 - b. Allowances.
 - c. Unit Prices.
 - d. Deductions for uncorrected Work.
 - e. Deductions for reinspection payments.
 - f. Other adjustments.
 - 3. Total Contract Sum, as adjusted.
 - 4. Previous payments.
 - 5. Sum remaining due.
- C. The Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract sum which were not previously made by Change Orders.

1.8 FINAL APPLICATION FOR PAYMENT

- A. Submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contracts.

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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SECTION 01720

PROJECT RECORD DOCUMENTS

PART 1 GENERAL

1.1 MAINTENANCE OF DOCUMENTS

- A. Maintain at job site, one copy of record documents including Drawings, Specification, Amendments, Change Orders and other modifications, Shop Drawings, product date and samples.
- B. In addition, maintain one copy of field orders or written instructions and field test records.
- C. Provide files and racks for storage documents.
- D. File documents and samples in accordance with Data Filing Format of the Construction Specifications Institute (C.S.I).
- E. Maintain documents in a clean, dry, legible condition and in good order. Do not use record documents for construction purposes.
- F. Make Documents and samples available at all times for inspection.

1.2 RECORDING

- A. Label each document "Project Record" in neat large letters.
- B. Record information concurrently with construction progress.
- C. Do not conceal any work until required information is recorded.
- D. Drawings - Legibly mark to record actual construction:

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1. Depths of various elements of foundation in relation to finish first floor datum.
 2. Horizontal and vertical locations of laterals, underground utilities and appurtenances, referenced to permanent surface improvements.
 3. Location of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.
 4. Field changes of dimension and detail.
 5. Changes made by Supplemental Instruction or by Change Order.
 6. Details not on original Contract Drawings.
- E. Specifications and Amendments - Legibly mark each Section to record:
1. Manufacturer, trade name, catalog number, and Supplier of each Product and item of equipment actually installed.
 2. Changes made by Supplemental Instructions or by Change Order.
- F. Shop Drawings - Maintain as record documents. Legibly annotate any changes made after review.

1.3 SUBMITTALS

- A. At completion of the Work, furnish one set of drawings showing all notations specified above. A copy of the Design Professional's drawings may be used for this purpose upon reimbursement of the printing costs to the Design Professional. In addition, furnish two copies of any shop drawings or product data sheet which required annotation after approval.
- B. After inclusion of additional data, if any, furnish:
1. One set of contract drawings as specified under 1.3, A. above.
 2. Two sets of all other Project Record Documents.
- C. Accompany this final submittal with transmittal letter containing data, project title and number, Contractor's name and address, title and number of each Record Document, certification that each document as submitted as complete and accurate, signature of Contractor or his authorized representative.

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PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

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01720-3

SECTION 024119

SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Demolition of existing roofing, roof decking, roof framing, wall plates, and other associated items indicated.
 - 2. Protection of existing construction to remain.
- B. Related Sections include the following:
 - 1. Masonry Restoration is specified in Division 4 Section, "Stone Masonry Restoration."

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 SUBMITTALS

- A. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before work begins.

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1.5 QUALITY ASSURANCE

- A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this project.
- B. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Standards: Comply with ANSI A10.6 and NFPA 241.

1.6 PROJECT CONDITIONS

- A. Notify Owner of discrepancies between existing conditions and drawings before proceeding with selective demolition.
- B. Hazardous Materials: It is not expected that hazardous materials will be encountered in the Work.
 - 1. If materials suspected of containing hazardous materials are encountered, do not disturb. Immediately notify Owner.

PART 2 EXECUTION

2.1 EXAMINATION

- A. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- B. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Owner.

2.2 PREPARATION

- A. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

2.3 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated on the plans. Use methods required to complete the Work within limitations of governing regulations and as follows:
 - 1. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for

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sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.

2. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 3. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 4. Dispose of demolished items and materials promptly.
- B. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition.

2.4 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, remove demolished materials from project site and legally dispose of.
- B. Burning: Do not burn demolished materials.
- C. Disposal: Transport demolished materials off Owner's property and legally dispose of. Provide written documentation from disposal site.

END OF SECTION

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SECTION 040100

STONE MASONRY RESTORATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Rebuilding portions of rubble stone masonry walls
 - 2. Stone masonry infill.
 - 3. Re-setting of wood lintels in existing stone masonry walls
- B. Related Sections include the following:
 - 1. Wood lintels are specified in Division 6 Section, "Timber Framing Restoration."

1.3 QUALITY ASSURANCE

- A. Contractor performing the work of this section shall be a Restoration Specialist, defined as an individual or firm of established reputation in building restoration (or, if newly organized, whose personnel have previously established a reputation in the field), who or which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, performing on-site treatment of existing historic materials, or otherwise performing work required by the contract.
- B. The individual or firm shall have recent and documented experience in stone masonry restoration applied to National Register-listed buildings.

1.4 JOB CONDITIONS

- A. Protection of Adjacent Materials:
 - 1. The Contractor shall be responsible for all existing adjacent materials during the execution of the Work. Provide all necessary protection and work

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procedures to avoid damage to doors, windows, flashings, roofing, and all other existing and new exterior materials assemblies and paving.

2. The Contractor shall repair all damage to adjacent materials caused by the execution of the Work of this section at no expense to the Owner. Damaged materials shall be repaired or replaced by mechanics experienced in the respective type of work, to the satisfaction of the Owner.

PART 2 PRODUCTS

2.1 NATURAL STONE

- A. Rubble stone: Use salvaged stone available at the site.
- B. Bluestone: Pennsylvania or New York flagstone, natural cleft faces with sawn edges, dark gray/blue color.

2.2 MORTAR MATERIALS AND MIXES

- A. Mortar materials - Standards:
 1. Portland Cement: ASTM C150, Type I or II, gray or white, as indicated in mortar schedule below.
 2. Hydrated Lime: ASTM C207, Type S or SA.
 3. Sand: ASTM C144, matching color and texture of existing mortar sand.
 - a. Include in bid price the cost of providing a blend of mortar sands.
- B. Mortar Mixes for field-mixed mortar: Provide the following mortar mixes for initial test panels. Final mixes will be dependent on the Contractor's successful test panels, as judged by the Owner. Mixes apply to repointing mortars, setting of Dutchmen, and setting of existing or new masonry units.
 1. Mortar for setting stone masonry:
 - a. One (1) part by volume Portland Cement
 - b. One (1) parts b volume Hydrated Lime
 - c. Six (6) parts by volume Sand
 - d. Six (6) parts by volume Sand comprised of a blend of 4 parts white and 2 parts brown bar sand.

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C. Mortar Mixing:

1. Mix mortars in accordance with ASTM C270.
2. Measure materials by volume or equivalent weight. Do not measure by shovel.
3. Mix ingredients in clean mechanical batch mortar mixer 3-5 minutes.
4. Let mortar sit 20 minutes prior to use to allow for initial shrinkage. Do not retemper partially hardened material

D. Mixing: Comply with mortar manufacturers requirements.

PART 3 EXECUTION

3.1 MORTAR CURING - GENERAL

A. Hot weather requirements - general: Provide all special precautions and procedures required to control mortar curing during hot weather. Comply with recommendations of "All-Weather Construction" Technical Note (most recent revision) as published by the Brick Institute of America.

1. No mortar shall be placed in full sun at surface temperatures above 80 degrees F unless shading of the walls is provided and the masonry wall temperature is kept below this point.
2. Maintain temperature of mortar between 70 degrees F and 90 degrees F. Use all measures required to achieve this temperature range, including storing mortar sand under shaded cover, and chilling mixing water with ice.
3. Wet salvaged stone units indicated to be rebuilt prior to installation, and wet stone units in place prior to repointing. However, do not repoint stone units with water puddled in joints.
4. Place all masonry units within one minute of spreading mortar.
5. Protect and cure new pointing and rebuilt walls as follows:
 - a. For wall temperatures above 100 degrees F with no wind: Provide shading of walls prior to pointing or masonry unit setting, and fog spray and cover walls with canvas tarp or blue or white plastic tarp to control moisture evaporation during the day in which mortar is placed and during the following workday.

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- b. Repeat fog spray as often as required, but not less than once per hour during the day in which mortar is placed.
- c. For wall temperatures 80 - 100 degrees F: Fog spray and cover walls with canvas tarp or light-colored plastic tarp to control moisture evaporation, but not less than once per hour during the day in which mortar is placed.
- d. For wall temperatures less than 80 degrees F: No special mortar curing procedures are required.

B. Cold Weather Requirements:

1. No work in this Section shall be executed when the ambient temperature is less than 40 degrees F. No pointing shall be executed when freezing temperatures are expected within 24 hours.

3.2 REMOVAL OF EXISTING MORTAR

A. General:

1. Remove existing deteriorated mortar to a depth equal to 2 times the joint width, minimum 3/4" depth, and in all cases, down to sound, existing mortar.
2. Do not damage existing masonry. If work is found unacceptable, all raking will cease without additional cost to the Owner until deficiencies in tools, workmanship, or methods have been corrected to the satisfaction of the Owner.
 - a. For stone units damaged by raking operations, the contractor shall restore the damaged unit in a manner directed by the Owner.

3.3 SETTING OF SALVAGED STONE

- A. Clean stone surfaces that have become dirty or stained prior to setting. Remove soil, stains, and foreign materials that will interfere with mortar bond. Clean units by thoroughly scrubbing stones with fiber brushes followed by a thorough drenching with clear water.
- B. Stone setting:
 1. Rebuild areas of stone masonry and set replacement units to match existing stonework in plumbness, levelness, and surface uniformity.

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2. Set units in full bed of mortar with vertical joints slushed full, unless otherwise indicated.
3. Strike joints flush, to receive stucco finish in a future phase.

END OF SECTION

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SECTION 040101

STONE REPOINTING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Repointing joints with mortar.

1.3 DEFINITIONS

- A. Rift: The most pronounced direction of splitting or cleavage of a stone.

1.4 SEQUENCING AND SCHEDULING

- A. Work Sequence: Perform stone repointing work in the following sequence, which includes work specified in this and other Sections:
 - 1. Remove plant growth.
 - 2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 3. Remove paint.
 - 4. Clean stone.
 - 5. Rake out mortar from joints surrounding stone to be replaced and from joints adjacent to stone repairs along joints.
 - 6. Repair stonework, including replacing existing stone with new stone.
 - 7. Rake out mortar from joints to be repointed.
 - 8. Point mortar.
 - 9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.
- B. As scaffolding is removed, patch anchor holes used to attach scaffolding. Patch holes in stone according to Section 040102 "Stone Repair."

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1.5 QUALITY ASSURANCE

- A. Stone Repointing Specialist Qualifications: Engage an experienced stone repointing firm to perform work of this Section. Firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing standard unit masonry or new stone masonry is insufficient experience for stone repointing work.
 - 1. Field Supervision: Stone repointing specialist firms shall maintain experienced full-time supervisors on Project site during times that stone repointing work is in progress.

1.6 PRECONSTRUCTION TESTING

- A. Preconstruction Testing Service: Engage a qualified testing agency to perform preconstruction testing on stone units as follows:
 - 1. Provide test specimens as indicated and representative of proposed materials and existing construction.
 - 2. Existing Mortar: Test according to ASTM C 295/C 295M, modified as agreed by testing service and Engineer for Project requirements, to determine proportional composition of original ingredients, sizes and colors of aggregates, and approximate strength.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- B. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- C. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- D. Store sand where grading and other required characteristics can be maintained, and contamination avoided.

1.8 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit repointing work to be performed according to product manufacturers' written instructions and specified requirements.

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- B. Temperature Limits, General: Repoint mortar joints only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for mortar-joint pointing unless otherwise indicated:
 - 1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients and existing stone to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
 - 2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for seven days after pointing.
- D. Hot-Weather Requirements: Protect mortar-joint pointing when temperature and humidity conditions produce excessive evaporation of water from mortar materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.

1.9 MATERIALS, GENERAL

- A. Source Limitations: Obtain each type of material for stone repointing (cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

1.10 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
 - 1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.
- C. Masonry Cement: ASTM C 91/C 91M.
- D. Mortar Cement: ASTM C 1329/C 1329M.
- E. Mortar Sand: ASTM C 144.
 - 1. Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands, if necessary, to achieve suitable match.
 - 2. Color: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.

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- F. Mortar Pigments: ASTM C 979/C 979M, compounded for use in mortar mixes, and having a record of satisfactory performance in stone mortars.
- G. Water: Potable.

1.11 ACCESSORY MATERIALS

- A. Sealant Materials:
 - 1. Sealant manufacturer's standard elastomeric sealant(s) of base polymer and characteristics indicated below and according to applicable requirements in Section 079200 "Joint Sealants."
 - 2. Colors: Provide colors of exposed sealants to match colors of mortar adjoining installed sealant unless otherwise indicated.
- B. Joint-Sealant Backing:
 - 1. Cylindrical Sealant Backings: ASTM C 1330, Type C (closed-cell material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.
 - 2. Bond-Breaker Tape: Polyethylene tape or other plastic tape recommended in writing by sealant manufacturer for preventing sealant from adhering to rigid, inflexible, joint-filler materials or joint surfaces at back of joint where such adhesion would result in sealant failure. Provide self-adhesive tape where applicable.
- C. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- D. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
 - 1. Previous effectiveness in performing the work involved.
 - 2. Minimal possibility of damaging exposed surfaces.
 - 3. Consistency of each application.
 - 4. Uniformity of the resulting overall appearance.
 - 5. Do not use products or tools that could leave residue on surfaces.

1.12 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.

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1. Mixing Pointing Mortar: Thoroughly mix cementitious materials and sand together before adding any water. Then mix again, adding only enough water to produce a damp, unworkable mix that retains its form when pressed into a ball. Maintain mortar in this dampened condition for 15 to 30 minutes. Add remaining water in small portions until mortar reaches desired consistency. Use mortar within one hour of final mixing; do not retemper or use partially hardened material.
- B. Colored Mortar: Produce mortar of color required by using specified ingredients. Do not alter specified proportions without Engineer's approval.
 1. Mortar Pigments: Where mortar pigments are indicated, do not add pigment exceeding 10 percent by weight of the cementitious or binder materials, except for carbon black, which is limited to 2 percent, unless otherwise demonstrated by a satisfactory history of performance.
- C. Do not use admixtures in mortar unless otherwise indicated.

PART 2 - EXECUTION

2.1 PROTECTION

- A. Prevent mortar from staining face of surrounding stone and other surfaces.
 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 2. Keep wall area wet below pointing work to discourage mortar from adhering.
 3. Immediately remove mortar splatters in contact with exposed stone and other surfaces.

2.2 REPOINTING STONEMWORK

- A. Rake out and repoint joints to the following extent:
 1. All joints in areas indicated.
- B. Do not rake out and repoint joints where not required.
- C. Rake out joints as follows, according to procedures demonstrated in approved mockup:
 1. Remove mortar from joints to depth of indicated but not less than 1/2 inch (13 mm) [3/4 inch (20 mm) or not less than that required to expose sound, unweathered mortar. Do not remove unsound mortar more than 2 inches (50 mm) deep; consult Engineer for direction.

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2. Remove mortar from stone surfaces within raked-out joints to provide reveals with square backs and to expose stone for contact with pointing mortar. Brush, vacuum, or flush joints to remove dirt and loose debris.
 3. Do not spall edges of stone units or widen joints. Replace or patch damaged stone units as directed by Engineer.
- D. Notify Engineer of unforeseen detrimental conditions including voids in mortar joints, cracks, loose stone, rotted wood, rusted metal, and other deteriorated items.
- E. Pointing with Mortar:
1. Rinse joint surfaces with water to remove dust and mortar particles. Time rinsing application so, at time of pointing, joint surfaces are damp but free of standing water. If rinse water dries, dampen joint surfaces before pointing.
 2. Apply pointing mortar first to areas where existing mortar was removed to depths greater than surrounding areas. Apply in layers not greater than 3/8 inch (9 mm) until a uniform depth is formed. Fully compact each layer and allow it to become thumbprint hard before applying next layer.
 3. After deep areas have been filled to same depth as remaining joints, point joints by placing mortar in layers not greater than 3/8 inch (9 mm). Fully compact each layer and allow to become thumbprint hard before applying next layer. Where existing stone has worn or rounded edges, slightly recess finished mortar surface below face of stone to avoid widened joint faces. Take care not to spread mortar beyond joint edges onto exposed stone surfaces or to featheredge the mortar.
 4. When mortar is thumbprint hard, tool joints to match original appearance of joints as demonstrated in approved mockup. Remove excess mortar from edge of joint by brushing.
 5. Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 6. Hairline cracking within mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.
- F. Where repointing work precedes cleaning of existing stone, allow mortar to harden at least 30 days before beginning cleaning work.

2.3 FIELD QUALITY CONTROL

- A. Testing Agency: Owner will engage qualified testing agencies to perform tests and inspections. Allow inspectors use of lift devices and scaffolding, as needed, to perform inspections.
- B. Engineer's Project Representatives: Engineer will assign Project representatives to help carry out Engineer's responsibilities at the site, including observing progress and quality of portion of the Work completed. Allow Engineer's Project

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representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the Work completed.

- C. Notify inspector in advance of times when lift devices and scaffolding will be relocated. Do not relocate lift devices and scaffolding until inspectors have had reasonable opportunity to make inspections and observations of work areas at lift device or scaffold location.

END OF SECTION

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SECTION 040102

STONE REPAIR

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Repairing stone masonry walls, including rebuilding various sections

1.3 DEFINITIONS

- A. Rebuilding (Setting) Mortar: Mortar used to set and anchor masonry in a structure, distinct from pointing mortar installed after masonry is set in place.
- B. Rift: The most pronounced direction of splitting or cleavage of a stone.
- C. Stone Terminology: Per ASTM C 119.

1.4 SEQUENCING AND SCHEDULING

- A. Work Sequence: Perform stone repair work in the following sequence, which includes work specified in this and other Sections:
 - 1. Remove explant growth.
 - 2. Inspect masonry for open mortar joints and permanently or temporarily point them before cleaning to prevent the intrusion of water and other cleaning materials into the wall.
 - 3. Remove all existing finishes on both sides of existing and/or new stone to permit rebuilding of components.
 - 4. Clean stone.
 - 5. Rake out mortar from joints surrounding stone to be replaced and from joints adjacent to stone repairs along joints.
 - 6. Repair stonework, including replacing existing stone with on-site and/or new stone.
 - 7. Rake out mortar from joints to be repointed.
 - 8. Point mortar and sealant joints.

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9. After repairs and repointing have been completed and cured, perform a final cleaning to remove residues from this work.

1.5 QUALITY ASSURANCE

- A. Stone Repair Qualifications: Engage an experienced stone repair individual/firm to perform work. Individual/firm shall have completed work similar in material, design, and extent to that indicated for this Project with a record of successful in-service performance. Experience in only installing standard unit masonry or new stone masonry is insufficient experience for stone repair work.
- B. Deliver new stone units to Project site strapped together in suitable packs or pallets or in heavy-duty crates and protected against impact and chipping.
- C. Deliver each piece of stone with code mark or setting number on unexposed face, corresponding to Shop Drawings, using nonstaining paint.
- D. Deliver packaged materials to Project site in manufacturer's original and unopened containers, labeled with manufacturer's name and type of products.
- E. Store cementitious materials on elevated platforms, under cover, and in a dry location. Do not use cementitious materials that have become damp.
- F. Store hydrated lime in manufacturer's original and unopened containers. Discard lime if containers have been damaged or have been opened for more than two days.
- G. Store sand where grading and other required characteristics can be maintained and contamination avoided.
- H. Handle stone to prevent overstressing, chipping, defacement, and other damage.

1.6 FIELD CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit stone repair work to be performed according to product manufacturers' written instructions and specified requirements.
- B. Temperature Limits, General: Repair stone units only when air temperature is between 40 and 90 deg F (4 and 32 deg C) and is predicted to remain so for at least seven days after completion of the Work unless otherwise indicated.
- C. Cold-Weather Requirements: Comply with the following procedures for stone repair unless otherwise indicated:

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1. When air temperature is below 40 deg F (4 deg C), heat mortar ingredients, repair materials, and existing stone to produce temperatures between 40 and 120 deg F (4 and 49 deg C).
 2. When mean daily air temperature is below 40 deg F (4 deg C), provide enclosure and heat to maintain temperatures above 32 deg F (0 deg C) within the enclosure for seven days after repair.
- D. Hot-Weather Requirements: Protect stone repairs when temperature and humidity conditions produce excessive evaporation of water from mortar and patching materials. Provide artificial shade and wind breaks, and use cooled materials as required to minimize evaporation. Do not apply mortar to substrates with temperatures of 90 deg F (32 deg C) and above unless otherwise indicated.
- E. For manufactured repair materials, perform work within the environmental limits set by each manufacturer.

1.7 MATERIALS, GENERAL

- A. Source Limitations: Obtain each type of material for repairing stone (stone, cement, sand, etc.) from single source with resources to provide materials of consistent quality in appearance and physical properties.

1.8 STONE MATERIALS

- A. Stone Matching Existing: Natural building stone of variety, color, texture, grain, veining, finish, size, and shape that match existing stone and with physical properties within 10 percent of those determined from preconstruction testing of selected existing stone.
1. For existing stone that exhibits a range of colors, texture, grain, veining, finishes, sizes, or shapes, provide stone that proportionally matches that range rather than stone that matches an individual color, texture, grain, veining, finish, size, or shape within that range.
- B. Cutting New Stone: Cut each new stone so that, when it is set in final position, the rift or natural bedding planes will match the rift orientation of existing stones.

1.9 MORTAR MATERIALS

- A. Portland Cement: ASTM C 150/C 150M, Type I or Type II, except Type III may be used for cold-weather construction; white or gray, or both where required for color matching of mortar.
1. Provide cement containing not more than 0.60 percent total alkali when tested according to ASTM C 114.
- B. Hydrated Lime: ASTM C 207, Type S.

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- C. Masonry Cement: ASTM C 91/C 91M.
- D. Mortar Cement: ASTM C 1329/C 1329M.
- E. Mortar Sand: ASTM C 144.
 - 1. Exposed Mortar: Match size, texture, and gradation of existing mortar sand as closely as possible. Blend several sands if necessary to achieve suitable match.
 - 2. Colored Mortar: Natural sand or ground marble, granite, or other sound stone of color necessary to produce required mortar color.
- F. Mortar Pigments: ASTM C 979/C 979M, compounded for use in mortar mixes, and having a record of satisfactory performance in stone mortars.
- G. Water: Potable.

1.10 ACCESSORY MATERIALS

- A. Setting Buttons and Shims: Resilient plastic, nonstaining to stone, sized to suit joint thicknesses and bed depths of stone units, less the required depth of pointing materials unless removed before pointing.
- B. Masking Tape: Nonstaining, nonabsorbent material; compatible with mortar, joint primers, sealants, and surfaces adjacent to joints; and that easily comes off entirely, including adhesive.
- C. Other Products: Select materials and methods of use based on the following, subject to approval of a mockup:
 - 1. Previous effectiveness in performing the work involved.
 - 2. Minimal possibility of damaging exposed surfaces.
 - 3. Consistency of each application.
 - 4. Uniformity of the resulting overall appearance.
 - 5. Do not use products or tools that could leave residue on surfaces.

1.11 MORTAR MIXES

- A. Measurement and Mixing: Measure cementitious materials and sand in a dry condition by volume or equivalent weight. Do not measure by shovel; use known measure. Mix materials in a clean, mechanical batch mixer.
- B. Do not use admixtures in mortar unless otherwise indicated.

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PART 2 - EXECUTION

2.1 PROTECTION

- A. Prevent mortar from staining face of surrounding stone and other surfaces.
 - 1. Cover sills, ledges, and other projecting items to protect them from mortar droppings.
 - 2. Keep wall area wet below rebuilding and repair work to discourage mortar from adhering.
 - 3. Immediately remove mortar splatters in contact with exposed stone and other surfaces.

2.2 STONE REMOVAL AND REPLACEMENT

- A. At locations indicated, remove stone that has deteriorated or is damaged beyond repair or is to be reused. Carefully remove entire units from joint to joint, without damaging surrounding stone, in a manner that permits replacement with full-size units.
- B. Support and protect remaining stonework that surrounds removal area.
- C. Maintain flashing, reinforcement, lintels, and adjoining construction in an undamaged condition. Coordinate with new flashing, reinforcement, and lintels, which are specified in other Sections.
- D. Notify Engineer of unforeseen detrimental conditions including voids, cracks, bulges, and loose units in existing stone or unit masonry backup, rotted wood, rusted metal, and other deteriorated items.
- E. Remove in an undamaged condition as many whole stone units as possible.
 - 1. Remove mortar, loose particles, and soil from stone by cleaning with hand chisels, brushes, and water.
 - 2. Remove sealants by cutting close to stone with utility knife and cleaning with solvents.
 - 3. Store stone for reuse. Store off ground, on skids, and protected from weather.
 - 4. Deliver cleaned stone not required for reuse to Owner unless otherwise indicated.
- F. Clean stone surrounding removal areas by removing mortar, dust, and loose particles in preparation for stone replacement.
- G. Replace removed damaged stone with other removed stone in good condition, where possible, matching existing stone, including direction of rift or natural bedding planes. Do not use broken units unless they can be cut to usable size.

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- H. Install replacement stone into bonding and coursing pattern of existing stone. If cutting is required, use a motor-driven saw designed to cut stone with clean, sharp, unchipped edges. Finish edges to blend with appearance of edges of existing stone.
 - 1. Maintain joint width for replacement stone to match existing joints.
 - 2. Use setting buttons or shims to set stone accurately spaced with uniform joints.
- I. Set replacement stone with rebuilding (setting) mortar and with completely filled bed, head, and collar joints. Butter vertical joints for full width before setting, and set units in full bed of mortar unless otherwise indicated. Replace existing anchors with new anchors of size and type indicated.
 - 1. Rake out mortar used for laying stone before mortar sets. Point at same time as repointing of surrounding area.
 - 2. When mortar is hard enough to support units, remove shims and other devices interfering with pointing of joints.
- J. Curing: Cure mortar by maintaining in thoroughly damp condition for at least 72 consecutive hours, including weekends and holidays.
 - 1. Hairline cracking within the mortar or mortar separation at edge of a joint is unacceptable. Completely remove such mortar and repoint.

2.3 STONE PATCHING

- A. Patch the following stone units unless another type of repair or replacement is indicated:
 - 1. Units indicated to be patched.
- B. Remove deteriorated material and remove adjacent material that has begun to deteriorate. Carefully remove additional material so patch does not have feathered edges but has square or slightly undercut edges on area to be patched and is at least 1/4 inch (6 mm) thick, but not less than recommended in writing by patching compound manufacturer.
- C. Mask adjacent mortar joint or rake out for repointing if patch extends to edge of stone unit.
- D. Brush-coat stone surfaces with slurry coat of patching compound according to manufacturer's written instructions.
- E. Place patching compound in layers as recommended in writing by patching compound manufacturer, but not less than 1/4 inch (6 mm) or more than 2 inches (50 mm) thick. Roughen surface of each layer to provide a key for next layer.

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1. Simple Details: Trowel, scrape, or carve surface of patch to match texture and surrounding surface plane or contour of the stone. Shape and finish surface before or after curing, as determined by testing, to best match existing stone.
- F. Keep each layer damp for 72 hours or until patching compound has set.
- G. Remove and replace patches with hairline cracks or that show separation from stone at edges, and those that do not match adjoining stone in color or texture.

2.4 FIELD QUALITY CONTROL

- A. Project Representatives: Engineer will assign representatives to observe progress and quality of portion of the work completed. Allow representatives use of lift devices and scaffolding, as needed, to observe progress and quality of portion of the work completed.

2.5 STONE WASTE DISPOSAL

- A. Salvageable Materials: Unless otherwise indicated, excess stone materials are Contractor's property.
- B. Stone Waste: Remove stone waste and legally dispose of off Owner's property.

END OF SECTION

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SECTION 061900

TIMBER FRAMING RESTORATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Heavy timber wall plates.
- 2. Timber rafters and ceiling joists.
- 3. Shingle lath.

- B. Related Requirements:

- 1. Exterior architectural woodwork restoration is specified in Section 064013, "Exterior Architectural Woodwork."

1.3 SUBMITTALS

- A. Samples:

- 1. White oak sills: Match dimensions of existing sills
- 2. Rafter joinery: Sample bridle joint, including 12-inch length of two rafters, bridle joint, and wood dowels (treenails).

1.4 QUALITY ASSURANCE

- A. Contractor qualifications: Firm performing the work included under this Section shall be a Restoration Specialist defined as an individual or firm of established reputation in building restoration (or, if newly organized, whose personnel have previously established a reputation in the field), who or which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, performing on-site treatment of existing historic materials, or otherwise performing work required by the contract.

- 1. The individual or firm shall have recent and documented experience in the replication of historic timber framing in n National Register-listed buildings.

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PART 2 PRODUCTS

2.1 FRAMING MEMBERS

- A. General:
 - 1. Utilize existing members where salvageable and of approved integrity.
 - 2. All new framing members shall be air-dried; kiln-drying is not required.
- B. Framing Member Schedule: Provide rot-resistant, air-dried or green, rough-sawn members, as follows:
 - 1. Wall Plates: White oak.
 - 2. Rafters and ceiling joists: White oak.
 - 3. Shingle lath: Bald cypress.
 - 4. Window lintels: White oak.

2.2 FASTENERS

- A. General: For all applications, provide fasteners with hot-dip zinc coating complying with ASTM A 153A or Type 304 stainless steel.
- B. Wood Screws: ASME B18.6.1.
- C. Lag Bolts: ASME B18.2.1
- D. Bolts: Galvanized Steel bolts complying with ASTM A 307, Grade A; with ASTM A 563 hex nuts and, where indicated, flat washers.
- E. Chemical Anchors: Two-part epoxy adhesive and threaded stainless steel anchor bolt, ASTM F593 and ASTM F594, Alloy Group 1 or 2.

PART 3 EXECUTION

3.1 INSTALLATION, GENERAL

- A. Set members to required levels and lines, with members plumb, true to line, cut, and fitted as close as possible to match existing conditions that remain. Fit rough carpentry to other construction; scribe and cope as needed for accurate fit. Locate furring, nailers, blocking, grounds, and similar supports to comply with requirements for attaching other construction.
- B. Framing Standard for new work: To the extent applicable, comply with AF&PA's WCD 1, "Details for Conventional Wood Frame Construction," unless otherwise indicated.

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- C. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated, complying with the following:
 - 1. NES NER-272 for power-driven fasteners.
 - 2. Table 2304.9.1, "Fastening Schedule," in ICC's International Building Code.
 - 3. Table R602.3(1), "Fastener Schedule for Structural Members," and Table R602.3(2), "Alternate Attachments," in ICC's International Residential Code for One- and Two- Family Dwellings.
- D. Use galvanized steel common nails unless otherwise indicated. Select fasteners of size that will not fully penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting wood. Drive nails snug but do not countersink nail heads unless otherwise indicated.
- E. For exposed work, arrange fasteners in straight rows parallel with edges of members, with fasteners evenly spaced, and with adjacent rows staggered.

3.2 RAFTER AND CEILING JOIST FRAMING

- A. Rafters: Utilize existing rafters where possible and as indicated above. Fabricate rafters as indicated on drawings. Secure to wood plates per details on drawings.
- B. Set in position at spacings indicated on Drawings. Provide temporary bracing of rafters until starter boards and wood lath are in place.
- C. Provide special framing as indicated for peak, eaves and gable ends, as indicated on Drawings.

3.3 HEAVY TIMBER INSTALLATION

- A. Exposed window lintels:
 - 1. Reuse existing lintels where possible. Provide new pressure treated lintels to match size, shape and material of existing lintels.
 - 2. Set lintels as part of stone masonry restoration work.
- B. Timber wall plates: replacement or repair:
 - 1. Drill anchor holes and set chemical anchors at spacings indicated on Drawings.
 - 2. Set unit. Perform timber framing repairs indicated on Drawings.
 - 3. Provide temporary shoring as required to support framing above. Support wall or roof rafters where sill has crushed or is missing.

END OF SECTION

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SECTION 064013

EXTERIOR ARCHITECTURAL WOODWORK RESTORATION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes:
 - 1. Removal and replacement of deteriorated exterior woodwork
 - 2. Restoration or replacement of other exterior components and woodwork
 - 3. Beaded-board roof decking where it currently exists
 - 4. Reconstruction of the existing cupola structure as depicted on the plans
- B. Related Sections include the following:
 - 1. Exterior painting is specified in Division 9 Section, "Exterior Painting."

1.3 SUBMITTALS

- A. Product Data: Submit product data for each specified product.
- B. Shop Drawings: For each exterior woodwork assembly.
- C. Samples: 12-inch-long section of each molding profile.

1.4 QUALITY ASSURANCE

- A. Contractor qualifications: Firm performing the work of this Section shall be a Restoration Specialist which is defined as an individual or firm of established reputation in building restoration (or, if newly organized, whose personnel have previously established a reputation in the field), who or which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, performing on-site treatment of existing historic materials, or otherwise performing work required by the contract. The individual or firm shall have recent and documented experience in the restoration and replication of architectural woodwork in National Register-listed buildings.

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B. The Quality Standards, latest edition of the Architectural Woodwork Institute, shall apply to the work of this Section. Comply with the following sections and grades:

1. Standing and running Trim: AWI Section 300, Custom Grade.
2. Ornamental Work: AWI Section 700, Custom Grade.

PART 2 PRODUCTS

2.1 LUMBER

A. Lumber standards: To the extent applicable, all softwood lumber shall conform to the current published standards of WWPA, and all hardwood lumber shall conform to the standards of the National Hardwood Lumber Association (NHLA).

B. Exposed lumber species:

1. All exterior woodwork to receive painted finish: Spanish Cedar, South American mahogany, Douglas fir, or bald cypress.

C. Concealed framing lumber, including all concealed furring, blocking, and sub-framing: Preservative-treated wood, Preservative Treatment by Pressure Process, AWPA, C31.

2.2 MISCELLANEOUS MATERIALS

A. Anchors and fasteners:

1. Wood-to-wood fasteners: For all applications, provide stainless-steel or galvanized steel fasteners complying with ASTM A153.
2. Wood-to-masonry fasteners: ½-inch galvanized threaded rod for installation in pre-drilled holes in stone masonry

B. Epoxy adhesives and fillers:

1. Manufacturer: Hilti HT-HY 270 Adhesive or approved equal
2. Products:
 - a. Epoxy resin: Low modulus, low-viscosity epoxy resin, West System 105/205.
 - b. Epoxy adhesive: Specified resin mixed with micro-fibers.
 - c. Wood fillers: Provide fillers recommended by epoxy manufacturer for mixing with epoxy resins for each application, including micro-ballons and micro- balloons.

C. Shop primer: Alkyd-based wood primer specified in Division 09 Section, "Exterior Painting."

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PART 3 EXECUTION

3.1 INSTALLATION

- A. Quality Standard: Install woodwork to comply with AWI Section 1700, custom grade, and as required to match existing woodwork.
- B. Shop prime and back prime all exterior woodwork.
- C. Install the work plumb, level, true, and straight, or as required to match and tie into existing work to remain. Shim as required using concealed shims. Install to a tolerance of 1/8" in 8'-0" for plumb and level for new work.
- D. Anchor woodwork to masonry using specified concrete screws and to wood framing using galvanized steel fasteners. Secure exposed woodwork to grounds, blocking, or sub-framing with countersunk, concealed fasteners and blind nailing as required for a complete installation.
- E. Scribe and cut work to fit adjoining work and refinish field-cut surfaces at joints.
- F. Install standing and running trim with minimum number of joints possible, using full-length pieces to the greatest extent possible. Stagger joints in adjacent and related members. Make exterior joints water-resistant by careful fitting.

END OF SECTION

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SECTION 073129

WOOD SHINGLES AND SHAKES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:
 - 1. Cedar shingle roofing.

1.3 DEFINITIONS

- A. CSSB: Cedar Shake & Shingle Bureau

1.4 SUBMITTALS

- A. Product Data: For each type of product.
- B. Samples for Verification: For the following products:
 - 1. Wood Shingles: Full size.

1.5 CLOSEOUT SUBMITTALS

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

1.6 MAINTENANCE MATERIAL SUBMITTALS

- A. Furnish extra materials that match products installed and that are packaged with protective covering for storage and identified with labels describing contents.
 - 1. Wood Shingles: One unbroken bundle.

1.7 QUALITY ASSURANCE

- A. Installer Qualifications: Approved by CSSB.

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- B. Grading Agency Qualifications: An independent testing and inspecting agency recognized by authorities having jurisdiction as qualified to label wood products for compliance with referenced grading rules.
- C. Source Limitation: Obtain wood shingles from single source and from single manufacturer.
- D. Pre-installation Conference: Conduct a pre-installation conference at the Project site with Engineer and Owner present.

1.8 PROJECT CONDITIONS

- A. Weather Limitations: Proceed with installation only when existing and forecasted weather conditions permit product installation and related work to be performed according to manufacturer's written instructions and warranty requirements.
 - 1. Install self-adhering sheet underlayment within the range of ambient and substrate temperatures recommended by manufacturer.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Store roofing materials in a dry, well-ventilated location protected from weather and moisture according to manufacturer's written instructions.
- B. Store underlayment rolls on end, on pallets or other raised surfaces. Do not double stack rolls. Protect from sunlight until installation.
- C. Protect unused roofing materials from weather and moisture when left overnight or when work is not in progress.
- D. Handle, store, and place roofing materials in a manner to prevent damage to roof deck or structural supporting members.

1.10 WARRANTY

- A. Special Materials Warranty: Manufacturer's warranty administered by CSSB and on CSSB's standard form in which the Manufacturer agrees to repair or replace CSSB-labeled products that fail in materials within specified warranty period. Material failures include manufacturing defects that result in leaks.
 - 1. Materials Warranty Period: Limited lifetime from date of Substantial Completion.

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- B. Installer's Warranty: On warranty form at end of this Section, signed by Installer, in which Installer agrees to repair or replace installed products that fail in materials or workmanship within specified warranty period.

- 1. Warranty Period: Five (5) years from date of Substantial Completion.

PART 2 - PRODUCTS

2.1 ROOF SHINGLES

- A. Cedar Shingles: Taper-Sawn Cedar Shakes, sawn both sides:
 - 1. Grade: Premium No. 1,
 - 2. Size: 24-inch length by 5/8-inch thickness, 100% edge grain.
- B. Nails: Stainless Steel nails sized as recommended by CSSB.
- C. Felt Underlayment (at solid roof decking only): ASTM D4869, asphalt-saturated organic felts, non-perforated.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.
 - 1. Examine roof sheathing to verify that sheathing joints are supported by framing and blocking, or metal clips and that installation is within flatness tolerances.
 - 2. Verify that substrate is sound, dry, smooth, clean, sloped for drainage, and completely anchored and that provisions have been made for flashings and penetrations through wood roofing.
- B. Prepare written report, endorsed by Installer, listing conditions detrimental to performance of the Work.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 UNDERLAYMENT INSTALLATION

- A. Underlayments installed parallel to eaves are installed perpendicular to sloped roof deck. Underlayments installed parallel to the rake are installed parallel to sloped roof deck.

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- B. General: Comply with underlayment manufacturer's written installation instructions applicable to products and applications indicated unless more stringent requirements apply.

3.3 METAL FLASHING INSTALLATION

- A. General: Install metal flashings and other sheet metal to comply with requirements in Section 076200 "Sheet Metal Flashing and Trim."
- B. Apron Flashings: Extend lower flange over and beyond each side of downslope wood roofing and up the vertical surface.
- C. Step Flashings: Install with a head lap of 3 inches (76 mm) and extend both horizontally and vertically. Install with lower edge of flashing just upslope of, and concealed by, butt of overlying shingle or shake. Fasten to roof deck only.

3.4 ROOF-SHINGLE INSTALLATION

- A. General: Install wood-shingle roofing according to manufacturer's written instructions and to recommendations in CSSB's "New Roof Construction Manual" and NRCA's "NRCA Roofing Manual: Steep-Slope Roofing Systems."
- B. Coordinate installation of shingles with flashings to ensure proper sequence of work.
- C. Install triple-layer wood shingle starter course along lowest roof edge. Extend starter course 1-1/2-inches over fascia and 1-1/2-inches over rake edge.
 - 1. Offset joints of triple-layer starter course a minimum of 1-1/2-inches.
- D. Install first course of wood shingles directly over starter course and in continuous straight-line courses across roof deck. Install second and succeeding courses of wood shingles in continuous straight-line courses across roof deck.
 - 1. Extend 1-1/2 inches over rake edge.
 - 2. Offset joints between shingles in succeeding courses a minimum of 1-1/2 inches. Do not allow alignment of vertical joints in alternate courses.
 - 3. Space shingles a minimum of 1/4 inch and a maximum of 3/8 inch apart.
 - 4. Fasten each shingle with two nails spaced 3/4 to 1 inch from edge of shingle and 1-1/2 to 2 inches above butt line of succeeding course. Drive fasteners flush with top surface of shingles without crushing wood.
 - 5. Maintain weather exposure to match existing roof
- E. Ridge Type: Saddle type with protective nailing.

END OF SECTION

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SECTION 076200

SHEET METAL FLASHING AND TRIM

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. Section Includes:

- 1. Flashings and counter-flashings at reconstructed cupola.
 - 2. Roof at reconstructed cupola

- B. References:

- 1. Copper and Common Sense by Revere Copper.
 - 2. Architectural Sheet Metal by SMACNA (referred to as SMACNA manual)
 - 3. Sheet Copper Applications by the Copper-Development Association Inc.

1.3 COORDINATION

- A. Coordinate sheet metal flashing and trim layout and seams with sizes and locations of penetrations to be flashed, and joints and seams in adjacent materials.
- B. Coordinate sheet metal flashing and trim installation with adjoining roofing and wall materials, joints, and seams to provide leakproof, secure, and noncorrosive installation.

1.4 SUBMITTALS

- A. Product Data for the following:

- 1. Terne-Coated stainless steel.
 - 2. Sheet Copper

- B. Shop Drawings: For sheet metal flashing and trim.

- 1. Include plans, elevations, sections, and attachment details.

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2. Detail fabrication and installation layouts, expansion-joint locations, and keyed details. Distinguish between shop- and field-assembled Works.
3. Include identification of material, thickness, weight, and finish for each item and location in Project.
4. Include details for forming, including profiles, shapes, seams, and dimensions.
5. Include details for joining, supporting, and securing, including layout and spacing of fasteners, cleats, clips, and other attachments. Include pattern of seams.
6. Include details of termination points and assemblies.
7. Include details of roof-penetration flashing.
8. Include details of edge conditions, including eaves, ridges, valleys, rakes, crickets, flashings, and counterflashings.
9. Include details of special conditions.

C. Samples:

1. 8-inch by 8-inch sample of sheet terne-coated stainless steel.

1.5 QUALITY ASSURANCE

- A. Installer Qualifications: Contractor for this work shall be a restoration specialist, defined as an individual or firm of established reputation in building restoration (or, if newly organized, whose personnel have previously established a reputation in the field), who or which is regularly engaged in and which maintains a regular force of workmen skilled in either manufacturing or fabricating items required by the contract, installing items required by the contract, performing on-site treatment of existing historic materials, or otherwise performing work required by the contract. Individual or firm shall have recent and documented experience in sheet metal flashings applied to National Register-listed buildings.

1.6 PROJECT CONDITIONS

- A. The contractor shall examine all surfaces on which, or against which, work of the Section is to be applied. Notify the Engineer of all defects discovered and shall verify that all defects have been corrected before proceeding with the installation.

1.7 DELIVERY, STORAGE, AND HANDLING

- A. Do not store sheet metal flashing and trim materials in contact with other materials that might cause staining, denting, or other surface damage.
1. Store sheet metal flashing and trim materials away from uncured concrete and masonry.
 2. Protect stored sheet metal flashing and trim from contact with water.

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- B. Protect strippable protective covering on sheet metal flashing and trim from exposure to sunlight and high humidity, except to extent necessary for period of sheet metal flashing and trim installation.

PART 2 - PRODUCTS

2.1 SHEET METAL

- A. Terne coated stainless steel: AISI Type 302/304 stainless steel or strip, ASTM A167, zinc alloy coating (50%tin, 50%zinc) both sides. 1.45oz./sqft. Provide "TCS II" manufactured by Follansbee Steel Corp or approved equal. Provide in the following applications and thickness:
 - 1. Flashings: 0.015-inch thickness.
 - 2. Sheet copper: ASTM B152, H01 Cold Rolled High Yield Quarter Hard; 20 oz/sqft.

2.2 MISCELLANEOUS MATERIALS

- A. Solder for use with terne-coated stainless steel:
 - 1. ASTM B32, 50/50 tin/lead solder.
 - 2. Flux: Rosin type, acid free.
- B. Fasteners
 - 1. For use with terne-coated stainless steel: Stainless Steel.
 - 2. For use with Copper : Copper Nails
- C. Metal Accessories: Sheet metal clips, cleats, straps, anchoring devices and similar accessory units as required for installation of work, size and gauge recommended by reference standard for required performance.
 - 1. Provide in the following materials:
 - 2. For accessories formed from sheet metal, match material of sheet metal being secured.
 - 3. For forged items, use stainless steel.

2.3 FABRICATION, GENERAL

- A. Shop-fabricated work to greatest extent possible. Comply with details shown, with applicable requirements of SMACNA Architectural Sheet Metal Manual and Copper and Common Sense.

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1. Fabricate for waterproof and weather-resistant performance; with expansion provisions for running work, sufficient to permanently prevent leakage, damage or deterioration of the work.
2. Fabricate sheet metal flashing and trim in thickness or weight needed to comply with performance requirements, but not less than that specified for each application and metal.
3. Verify shapes and dimensions of surfaces to be covered and obtain field measurements for accurate fit before shop fabrication.
4. Form sheet metal flashing and trim to fit substrates without excessive oil-canning, buckling, and tool marks; true to line, levels, and slopes; and with exposed edges folded back to form hems.
5. Conceal fasteners and expansion provisions where possible. Do not use exposed fasteners on faces exposed to view.
6. Match original detailing except where more stringent requirements are detailed on the drawings, specified in this section, or recommended in applicable reference standard.
7. For conditions and intersections not detailed or specified, fabricate work to maintain continuity of appearance and weather-resistant performance in compliance with the referenced standard.

B. Seams:

1. Fabricate nonmoving seams with flat-lock seams, formed to lap in direction of flow of water. Tin edges to be seamed, form seams, and solder.
 - a. Lap seams were soldered: Finish not less than 1-inch wide.
 - b. Lap seams, not soldered: Overlap 3-inches unless otherwise noted

C. Sealant Joints: Where movable, nonexpansion-type joints are required, form metal in accordance with cited sheet metal standard to provide for proper installation of elastomeric sealant.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Examine the sheathing, blocking, reglets and other construction to receive the work. Do NOT proceed with installation of sheet metal work until unsatisfactory conditions have been corrected.
- B. Substrates shall be clean, smooth and dry, with no projecting nail heads or other obstructions.
- C. Proceed with installation only after unsatisfactory conditions have been corrected.

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3.2 GENERAL REQUIREMENTS

- A. Comply with details and profiles as shown and comply with reference standards for installation of the work.
- B. Anchor units of work securely in place by methods indicated, providing for thermal expansion and metal units. Conceal fasteners where possible, and set units true to line and level, or pitched to drain, fitting into existing conditions. Install work with laps, joints and seams that will be permanently watertight and weatherproof.
- C. Seams:
 - 1. General: Form to lap in direction of flow of water.
 - 2. Flat-lock seams: Finish not less than $\frac{3}{4}$ -inch wide.
 - 3. Lap seams where soldered: Finish not less than 1-inch wide.
 - 4. Lap seams, not soldered: Overlap 3-inches unless otherwise noted.

3.3 FLASHING

- A. Base Flashings (non-slope surfaces):
 - 1. Form base flashings using 8'-0" long sheets, formed into units not more than 24'-0" total length, joined with $\frac{3}{4}$ -inch flat-locked soldered seams.
 - 2. Join units together with a 3-inch loose-locked seam filled with sealant. Straight runs of less than 24-inches shall have a loose-locked seam at the center.
 - 3. Provide loose-locked seam not more than 8-feet from all corners.
- B. Counterflashings:
 - 1. Use counterflashings on vertical surfaces in conjunction with base flashing and lap base flashings a minimum of 3-inches. Turn bottom edge $\frac{1}{2}$ -inch under itself. Crease center of exposed surface longitudinally to produce a spring action that will hold bottom edge against base flashing.
 - 2. Form counterflashings in 8-foot or 10-foot lengths. Lap adjoining sheets 3-inches or join by a hook seam.
 - 3. In masonry walls, build cap flashing into masonry joint at least 2-inches with inner edge turned up $\frac{1}{4}$ -inch. In existing walls, rake out joints 1-inch deep. Insert sheets and secure with lead wedges at 12-inches on center.
 - 4. Formed stepped counterflashing where existing are stepped, or follow existing sloped reglet where existing, unless otherwise noted on the drawings.
- C. Step Base and Counterflashings:

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1. Form stepped base and counterflashings at intersection of pitched roofs with vertical surfaces of separate pieces. Lap steps 3-inches and turn down 3-inches over base flashing.
2. Base flashing shall consist of separate pieces of sheet metal woven in each course. Extend out of roof 4-inches and up on wall 4-inches and under counterflashing.
3. Extend piece of from top edge of shingle to within 1/2"-inch of butt of overlying shingle.

3.4 PROTECTION

- A. Remove temporary protective coverings and strippable films as sheet metal flashing and trim are installed unless otherwise indicated in manufacturers written installation instructions.
- B. On completion of sheet metal flashing and trim installation, remove unused materials and clean finished surfaces as recommended in writing by sheet metal flashing and trim manufacturer.
- C. Maintain sheet metal flashing and trim in clean condition during construction.

END OF SECTION

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SECTION 079200

JOINT SEALANTS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Flashings in conjunction with sheet metal flashings.
- B. Related Sections include the following:
 - 1. Flashing and sheet metal are specified in Division 7 Section, "Sheet Metal Flashing."

1.3 PERFORMANCE REQUIREMENTS

- A. Provide elastomeric joint sealants that establish and maintain watertight and airtight continuous joint seals without staining or deteriorating joint substrates.
- B. Provide joint sealants for exterior applications that establish and maintain airtight and water-resistant continuous joint seals without staining or deteriorating joint substrates.

1.4 SUBMITTALS

- A. Product Data: For each joint-sealant product indicated.
- B. Samples: For each type and color of joint sealant required, provide Samples with joint sealants in 1/2-inch-wide joints formed between two 6-inch-long strips of material matching the appearance of exposed surfaces adjacent to joint sealants.
- C. Compatibility and adhesion test reports.

PART 2 PRODUCTS

2.1 MATERIALS, GENERAL

- A. Compatibility: Provide joint sealants, backings, and other related materials that are compatible with one another and with joint substrates under conditions of service

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and application, as demonstrated by sealant manufacturer, based on testing and field experience.

- B. Colors of Exposed Joint Sealants: As selected by Architect from manufacturer's full range, except as otherwise indicated.

2.2 ELASTOMERIC JOINT SEALANTS

- A. Elastomeric Sealants: Comply with ASTM C 920 and other requirements indicated for each liquid-applied chemically curing sealant specified, including those referencing ASTM C 920 classifications for type, grade, class, and uses related to exposure and joint substrates.
- B. Single-component Nonsag Urethane Sealant:
 - 1. Products:
 - a. Pecora Corporation; Dynatrol I.
 - b. Tremco; Dymonic FC.
 - c. Sika Corporation; LM-15.
 - 2. Type and Grade: S (single-component) and NS (nonsag).
 - 3. Class: 50.
 - 4. Use Related to Exposure: NT (nontraffic).
 - 5. Uses Related to Joint Substrates: M, A, and, as applicable to joint substrates indicated, O.

2.3 JOINT-SEALANT BACKING

- A. General: Provide sealant backings of material and type that are nonstaining; are compatible with joint substrates, sealants, primers, and other joint fillers; and are approved for applications indicated by sealant manufacturer based on field experience and laboratory testing.
- B. Cylindrical Sealant Backings: ASTM C 1330, Type B (bicellular material with a surface skin), and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance:

2.4 MISCELLANEOUS MATERIALS

- A. Masking Tape: Nonstaining, nonabsorbent material compatible with joint sealants and surfaces adjacent to joints.

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PART 3 EXECUTION

3.1 PREPARATION

- A. Surface Cleaning of Joints: Clean out joints immediately before installing joint sealants.
 - 1. Remove all foreign material from joint substrates that could interfere with adhesion of joint sealant.
 - a. Clean porous joint substrate surfaces by brushing, grinding, blast cleaning, mechanical abrading, or a combination of these methods to produce a clean, sound substrate capable of developing optimum bond with joint sealants. Remove loose particles remaining after cleaning operations above by vacuuming or blowing out joints with oil-free compressed air.
- B. Joint Priming: Prime joint substrates based on preconstruction joint-sealant-substrate tests or prior experience. Apply primer to comply with joint-sealant manufacturer's written instructions. Confine primers to areas of joint-sealant bond; do not allow spillage or migration onto adjoining surfaces.
 - 1. Prime all joints unless requirement is waived by sealant manufacturer's technical field representative on the basis of on-site adhesion testing.
- C. Masking Tape: Use masking tape where required to prevent contact of sealant with adjoining surfaces that otherwise would be permanently stained or damaged by such contact or by cleaning methods required to remove sealant smears. Remove tape immediately after tooling without disturbing joint seal.

3.2 INSTALLATION

- A. Sealant Installation Standard: Comply with recommendations in ASTM C 1193 for use of joint sealants as applicable to materials, applications, and conditions indicated.
- B. Install sealants using proven techniques that comply with the following and at the same time backings are installed:
 - 1. Place sealants so they directly contact and fully wet joint substrates.
 - 2. Completely fill recesses in each joint configuration.
 - 3. Produce uniform, cross-sectional shapes and depths relative to joint widths that allow optimum sealant movement capability.
- C. Tooling of Nonsag Sealants: Immediately after sealant application and before skinning or curing begins, tool sealants according to requirements specified below

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to form smooth, uniform beads of configuration indicated; to eliminate air pockets; and to ensure contact and adhesion of sealant with sides of joint.

1. Remove excess sealant from surfaces adjacent to joints.
 2. Use tooling agents that are approved in writing by sealant manufacturer and that do not discolor sealants or adjacent surfaces.
 3. Provide concave joint configuration per Figure 5A in ASTM C 1193, unless otherwise indicated.
- D. Clean off excess sealant or sealant smears adjacent to joints as the Work progresses by methods and with cleaning materials approved in writing by manufacturers of joint sealants and of products in which joints occur.

END OF SECTION

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SECTION 099113

EXTERIOR PAINTING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Preparation and field painting of new exterior wood elements, including the following:
 - a. Exposed rafter tails.
 - b. Exposed beaded-board roof decking at eaves and gable ends.
 - c. Barge boards, fascias, new bracket, and trim associated with roof reconstruction.
 - d. Rebuilt and existing shutters
 - e. Remove paint from existing wood brackets and repaint.
- B. Related Sections include the following:
 - 1. Division 6 Section, "Exterior Architectural Woodwork Restoration," for shop priming of new exterior architectural woodwork.

1.3 SUBMITTALS

- A. Product Data: For each product indicated.
- B. Samples: For each type and color of finish-coat materials indicated.

1.4 QUALITY ASSURANCE

- A. Contractor qualifications: Work shall be performed by a firm that qualifies as a "Restoration Specialist," defined as an individual or firm of established reputation in building restoration (or, if newly organized, whose personnel have previously established a reputation in the field), who or which is regularly engaged in, and which maintains a regular force of workmen skilled in either (as applicable) manufacturing or fabricating items required by the contract, installing items required by the contract, performing on-site treatment of existing historic materials, or

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otherwise performing work required by the contract. The individual or firm shall have recent and documented experience in the preparation and painting of exterior surfaces in National Register-listed buildings.

- B. Samples (mockups) for paint coatings: Provide a full-coat benchmark finish sample for each type of coating and substrate required. Comply with procedures specified in PDCA P5.
 - 1. One Shutter
 - 2. One Rafter tail.

1.5 PROJECT CONDITIONS

- A. Store materials not in use in tightly covered containers in a well-ventilated area at a minimum ambient temperature of 45 deg F. Maintain storage containers in a clean condition, free of foreign materials and residue.
- B. Apply waterborne paints only when temperatures of surfaces to be painted and surrounding air are between 50 and 90 deg F.
- C. Apply solvent-thinned paints only when temperatures of surfaces to be painted and surrounding air are between 45 and 95 deg F.
- D. Do not apply paint in snow, rain, fog, or mist; or when relative humidity exceeds 85 percent; or at temperatures less than 5 deg F above the dew point; or to damp or wet surfaces.

1.6 EXTRA MATERIALS

- A. Furnish extra paint materials from the same production run as the materials applied and, in the quantities, described below. Package with protective covering for storage and identify with labels describing contents. Deliver extra materials to Owner.
 - 1. Quantity: 1 gallon of each material and color applied.

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Paint products: Subject to compliance with requirements, provide products made by one of the following:
 - 1. Benjamin Moore & Co. (Benjamin Moore).
 - 2. ICI Dulux Paint Centers (ICI Dulux Paints).
 - 3. PPG Industries, Inc. (Pittsburgh Paints).
 - 4. Sherwin-Williams Co. (Sherwin-Williams).

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- B. Paint removal system:
 - 1. Dumond Chemicals, Inc.
 - 2. Back to Nature Products Co.

2.2 MATERIALS, GENERAL

- A. Material Compatibility: Provide block fillers, primers, and finish-coat materials that are compatible with one another and with the substrates indicated under conditions of service and application, as demonstrated by manufacturer based on testing and field experience.
- B. Material Quality: Provide manufacturer's best-quality paint material of the various coating types specified that are factory formulated and recommended by manufacturer for application indicated. Paint-material containers not displaying manufacturer's product identification will not be acceptable.
- C. Colors: To match existing as Selected by Owner.

2.3 PAINT REMOVER

- A. Basis-of-design paint remover: Peel-Away 7 as made by Dumond Chemicals, Inc.

2.4 PREPARATORY COATS

- A. Exterior Primer: Exterior alkyd primer of finish coat manufacturer and recommended in writing by manufacturer for use with finish coat and on substrate indicated.
 - 1. Ferrous-Metal Substrates: Rust-inhibitive metal primer.
 - 2. Zinc-Coated Metal Substrates: Galvanized metal primer.
 - 3. Wood Substrates: Alkyd primer.

2.5 EXTERIOR FINISH COATS

- A. Exterior Semi-gloss Acrylic Enamel for exterior woodwork:
 - 1. Basis-of-design product: Sherwin-Williams Duration Exterior Satin Latex.

PART 3 EXECUTION

3.1 PREPARATION, GENERAL

- A. General: Assume that all exterior paints contain lead. Comply with all applicable environmental and OSHA regulations regarding treatment and disposal of lead paint.

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- B. Coordination of Work: Review other Sections in which primers are provided to ensure compatibility of the total system for various substrates. On request, furnish information on characteristics of finish materials to ensure use of compatible primers.
- C. Surface Preparation: Clean and prepare surfaces to be painted according to manufacturer's written instructions for each particular substrate condition and as specified.
 - 1. Provide barrier coats over incompatible primers or remove and reprime.
 - 2. New Woodwork: Clean new wood surfaces of dirt, oil, and other foreign substances with mineral spirits and sandpaper, as required. Sand surfaces exposed to view smooth and dust off.
 - a. Scrape and clean small, dry, seasoned knots, and apply a thin coat of white shellac or other recommended knot sealer before applying primer. After priming, fill holes and imperfections in finish surfaces with putty or plastic wood filler. Sand smooth when dried.
 - b. Prime, stain, or seal wood to be painted immediately on delivery. Prime edges, ends, faces, undersides, and back sides of wood, including cabinets, counters, cases, and paneling.
 - c. Seal tops, bottoms, and cutouts of unprimed wood doors with a heavy coat of varnish or sealer immediately on delivery.

3.2 PAINT REMOVAL

- A. All existing paints are assumed to contain lead. Comply with all applicable regulations for worker protection, environmental protection, and disposal of existing paint materials.
 - 1. All methods of paint removal that damage wood surfaces or adjacent masonry surfaces are prohibited, including all types of mechanical removal systems, abrasive blast systems, and all other non-specified methods.
 - 2. Use only solvent-based or water-based paint remover that is not alkaline, to prevent raising of wood grain and failure of new paint system because of leaching of chemicals.
- B. Protect all surrounding surfaces from etching, paint removal, or other surface damage caused by paint remover.
 - 1. Protect all adjacent painted surfaces not indicated to be stripped with polyethylene sheeting.

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- C. Remove paint in accordance with paint remover chemical manufacturer's recommendations, including dwell times, temperature levels, and other requirements.
 - 1. Repeat procedure as required to remove all paint.
 - 2. If basis-of-design product is not effective, prepare additional test panels using another non-alkaline-based product made by one of specified manufacturers.
- D. Following paint stripping, neutralize and rinse surfaces using materials and methods recommended by system manufacturer.

3.3 APPLICATION

- A. Material Preparation:
 - 1. Maintain containers used in mixing and applying paint in a clean condition, free of foreign materials and residue.
 - 2. Stir material before application to produce a mixture of uniform density. Stir as required during application. Do not stir surface film into material. If necessary, remove surface film and strain material before using.
- B. Scheduling Painting: Apply first coat to surfaces that have been cleaned, pretreated, or otherwise prepared for painting as soon as practicable after preparation and before subsequent surface deterioration.
 - 1. Omit primer over metal surfaces that have been shop primed and touchup painted.
 - 2. If undercoats, stains, or other conditions show through final coat of paint, apply additional coats until paint film is of uniform finish, color, and appearance.
- C. Application Procedures: Apply paints and coatings by brush, roller, spray, or other applicators according to manufacturer's written instructions.
- D. Minimum Coating Thickness: Apply paint materials no thinner than manufacturer's recommended spreading rate. Provide total dry film thickness of the entire system as recommended by manufacturer.
- E. Prime Coats: Before applying finish coats, apply a prime coat, as recommended by manufacturer, to material that is required to be painted or finished and that has not been prime coated by others. Recoat primed and sealed surfaces where evidence of suction spots or unsealed areas in first coat appears, to ensure a finish coat with no burn-through or other defects due to insufficient sealing.

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- F. Pigmented (Opaque) Finishes: Completely cover surfaces as necessary to provide a smooth, opaque surface of uniform finish, color, appearance, and coverage. Cloudiness, spotting, holidays, laps, brush marks, runs, sags, ropiness, or other surface imperfections will not be acceptable.

3.4 CLEANING AND PROTECTING

- A. At the end of each workday, remove empty cans, rags, rubbish, and other discarded paint materials from Project site.
- B. Protect work of other trades, whether being painted or not, against damage from painting. Correct damage by cleaning, repairing or replacing, and repainting, as approved by Owner.
- C. Provide "Wet Paint" signs to protect newly painted finishes. After completing painting operations, remove temporary protective wrappings provided by others to protect their work.
 - 1. After work of other trades is complete, touch up and restore damaged or defaced painted surfaces. Comply with procedures specified in PDCA P1.

3.5 EXTERIOR PAINT SCHEDULE

- A. New and Existing Exterior Woodwork – Satin Finish:
 - 1. Satin-Latex Finish: Two finish coats over alkyd primer.
 - a. Primer: S-W A-100 Exterior Alkyd Wood Primer.
 - b. 2 Finish Coats: S-W Duration Coating Exterior Latex Satin.

END OF SECTION

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(TO BE COMPLETED AFTER AWARD)

H. FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ in the year Two Thousand and Twenty-five, by and between _____, hereinafter called the Contractor, and _____, hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations named, agreed as follows:

ARTICLE I - Scope of Work: The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the Specifications entitled:

***HAVERFORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA
CONTRACT No. R-37
GRANGE ESTATE NECESSARY ROOF REPLACEMENT***

prepared by Pennoni Associates Inc., Consulting Engineers, 1900 Market Street, Philadelphia, Pennsylvania 19103, acting as and in these Contract Documents, entitled the Engineer, and shall do everything required by the Agreement and the Contract Documents.

ARTICLE II - The Contract Documents Consist of the Following:

- | | |
|---|---|
| A. Advertisement | I. Contract Bonds |
| B. Instruction to Bidders | Performance Bond |
| C. Form of Bid | Labor and Materialmen's Bond |
| D. Form of Guaranty | Maintenance Bond |
| E. General Conditions | J. List of Contract Drawings |
| F. Special Conditions | K. Public Works Employment Verification
Form |
| G. Construction Specifications | L. Sexual Harassment and Non-Discrimination
Form |
| H. Form of Agreement
Contractor's Release
Statement of Surety Company | M. Responsible Contractor Bidding
Requirements |

This Agreement form, together with these documents and drawings form the Contract and they are as fully a part of the Contract as if hereto attached or herein represented.

ARTICLE III - Time of Completion

The work to be performed under this Contract shall be commenced on a date to be specified in a written order by the Owner or Engineer and shall be fully completed within **One-Hundred (100)** calendar days as set forth under the schedule outlined in Section 01001 of these specifications.

ARTICLE IV - The Contract Sum:

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds, the unit and/or lump sum prices, bid by Contractor, as indicated on attached certified TABULATION OF BIDS.

ARTICLE V - Failure to Complete Work on Time:

For each day so certified, the Contractor shall credit the Owner the sum of **\$500.00** dollars for each and every calendar day that the Contractor is in default in completing the work within the time specified for Article III above and the Form of Bid. This sum if agreed upon as liquidated damages which the Owner shall suffer by reason of such default.

ARTICLE VI - Payment to Contractor

The Owner shall make payments on account to the Contract as provided herein under the GENERAL AND/OR SPECIAL CONDITIONS.

ARTICLE VII - Acceptance and Final Payment as Release:

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specially excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BONDS, Payment BONDS, and Maintenance BONDS.

Final payment to the Contractor shall be made subject to his furnishing the Owner properly executed "CONTRACTOR'S RELEASE" and "STATEMENT OF SURETY" forms included in this Section.

If, after the work has been substantially completed, full completion is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the Owner shall, upon certificate of the Engineers, and without terminating the Contract, make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (***Triplicate**) each of which shall be deemed an original on the date first above written.

OWNER:

BY _____

NAME _____
(Please Type or Print)

TITLE _____

(SEAL)

ATTEST:

NAME _____
(Please Type or Print)

TITLE _____

CONTRACTOR:

BY _____

NAME _____
(Please Type or Print)

TITLE _____

ADDRESS _____

(SEAL)

ATTEST:

NAME _____
(Please Type or Print)

(TO BE COMPLETED AFTER CONSTRUCTION)
CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT: _____

(Contractor)

of _____ County and State of _____

does hereby acknowledge that he has received this day of and from the

(Owner)

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 on account of a certain agreement hereinafter called

the CONTRACT, between the said _____
(Owner)

_____ and _____
(Contractor)

dated _____

NOW THEREFORE, the said _____
(Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and

assigns) do by these presents remise, release, quit-claim and forever discharge the

said _____
(Owner)

its successors and assigns, of and from all claims and demands arising from or in connection with the
said CONTRACT dated _____ and of and from all, and all manner of

action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum 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 _____
(Owner)

its successors and assigns, ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the work to the date of these presents.

IN WITNESS WHEREOF _____
(Contractor)

has caused these presents to be duly executed the _____ day of _____, 2025.

Signed, Sealed and Delivered in the presence of:

(Individual) (SEAL)

(Partnership Contractor) (SEAL)

By _____ (SEAL)
(Partner)

Attest: _____ (SEAL)

(Secretary)

By _____
(President or Vice-President)

(CORPORATE SEAL)

(TO BE COMPLETED AFTER CONSTRUCTION)
STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the CONTRACT dated _____

_____ between the _____

_____ (Owner)

_____ 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 approved of the final payment to the said

_____,
CONTRACTOR and by these presents witnesseth that payment to the CONTRACTOR of the final estimates shall not relieve SURETY of any of its obligations to _____

_____, as

(Owner)

set forth in the said SURETY COMPANY'S BOND.

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

_____ day of _____, 2025.

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.

(TO BE COMPLETED AFTER AWARD)
(By Bonding Company)

I. CONTRACT BOND*

KNOW ALL MEN BY THESE PRESENTS, That, we, the undersigned, _____
_____, as Principal, and _____
_____, a corporation organized and
existing under the laws of the State of _____, as
surety, are held and firmly bound unto the _____
_____ (hereinafter Owner) as hereinafter set forth, in the
full and just several sums of:

(a) _____
(One hundred percent (100%) of the amount of the contract)

_____ Dollars (\$ _____), for faithful PERFORMANCE
of the Contract as designated hereinafter, in Paragraph "A"; and

(b) _____
(One hundred percent (100%) of the amount of the contract)

_____ Dollars (\$ _____), for payment of
LABOR AND MATERIALS as designated hereinafter, in Paragraph "B"; and

(c) _____
(_____ (_____ %) of the amount of the contract)
(see pg. F-1)

_____ Dollars (\$ _____), for MAINTENANCE as
designated hereinafter, in Paragraph "C";

lawful money of the United States of America, to be paid to the said Owner, or its agents, to
which payment well and truly to be made and done, we bind ourselves, our heirs, executors,
administrators and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dates this _____ day of
_____, 2025.

WHEREAS, the above bounden Principal has entered into a Contract with
the said Owner, dated the _____ day of _____, 2025,
for _____

upon certain terms and conditions in said Contract more particularly mentioned;
and;

*Only bonds from companies licensed to do business in the State where the
Owner is located will be accepted and the bond shall so state same.

WHEREAS, it is one of the conditions of the award of the Owner that these presents be executed.

NOW, THEREFORE, the joint and several conditions of this obligation are such:

- A. That is the above bounden principal as Contractor shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said Contract and all relating documents thereto and made a part of said contract, including the plans and specifications therein referred to and made part thereof, and such alterations as may be made in said plans and specifications as therein provided, and which are hereby made part of this bond the same as though they were set forth herein, and shall indemnify and save harmless the said Owner and all of its officers, agents and employees from any expenses incurred through the failure of said Contractor to complete the work as specified and for any damages growing out of the manner of performance of said Contract by said Contractor or his subcontractors, or his or their agents or servants, including patent, trademark and copyright infringements, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect, as though it was provided for and in compliance with the Act No. 385 of the 1967 Session of the Legislature.
- B. That if the above bounden Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and become component parts of the work or improvement contemplated, and also including public utility services, and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect, as though it were provided for and in compliance with the Act No. 385 of the 1967 Session of the Pennsylvania Legislature.
- C. That if the above bounden Principal shall remedy without cost to the said Owner any defects which may develop during a period of two (2) years from the date of completion and acceptance of the work performed under said contract, provided such defects, in the judgment of the Owner or its successor having jurisdiction in the premises, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in the terms of the Contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner of an extension of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alterations, extension or forbearance being hereby waived.

The Principal and Surety hereby jointly and severally agree with the obligee herein that every person, co-person, co-partner, association or corporation who, whether as subcontractor or otherwise has furnished material or supplied or performed labor in prosecution of the work as above provided and who has not been paid therefor, within 90 days after the day on which any such claimant performed that last of such labor or furnished the last of the materials for which he claims payment may sue in assumpsit on this bond in his own name and prosecute the same to final judgment for such sum or sums as may be justly due him, them or it and have execution on the judgment; provided, however, that the Owner shall not be liable for the payment of any costs or expense of any such suit.

Recovery by any person, co-partnership, association or corporation who, whether as subcontractor otherwise, has furnished material or supplied or performed labor in prosecution of the work as above provided and has not been paid therefor, within 90 days after the day on which any such claimant performed the last of such labor or furnished the last of the materials for which he claims payment may sue in assumpsit on this bond in his own name and prosecute the same to final judgment for such sum or sums as may be justly due him, them or it and have execution on the judgment provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.

The right of a claimant who is a subcontractor of a subcontractor of the Principal who has no contractual relationship express or implied, with the Principal may bring an action on this bond, as herein provided, only if he has given written notice in accordance with Act 385 of the 1967 Session of the Pennsylvania Legislature to the Principal within 90 days from the date on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished.

Recovery by any person, co-partnership, association or corporation hereunder shall be subject to the provisions of the Act No. 385 of the 1967 Session of the Pennsylvania Legislature to the same extent as if said provisions were fully incorporated in the bond.

It is further agreed that in accordance with Section 6 Act No. 385 of 1967 Session of the Pennsylvania Legislature, that the Owner shall supply a certified copy of his Bond and the Contract set forth above, to any person filing an affidavit that he has a claim hereunder, is a defendant on a claim hereunder, or is the surety, upon payment of a certification fee to the Owner. Any action commenced on or arising from this Bond shall not be a bar to any subsequent actions that may arise as a result of the Contract set forth above, or otherwise.

IN WITNESS WHEREOF, the said Principal and Surety have duly executed this bond under seal the day and year first above written.

Witness:

_____ BY _____ (SEAL)
(Principal-Individual)

_____ BY _____
(Attorney-in-fact)

BY _____
(Principal-Partnership)

Witness:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)
(Surety)

_____ By _____
(Attorney-in-fact)

Attest:

By _____
(Principal-Corporation)

(Secretary)

By _____
(President)

(CORPORATE SEAL)

Attest:

_____ By _____
(Surety) (Attorney-in-fact)

J. LIST OF CONTRACT DOCUMENTS

The Contract Drawings include the following:

<u>TITLE</u>	<u>SHEET NO.</u>	<u>DRAWING NO.</u>
COVER SHEET	1 OF 7	CS
EXISTING CONDITIONS/ACCESS PLAN	2 OF 7	CM0501
STRUCTURAL GENERAL NOTES	3 OF 7	S001
STRUCTURAL PLANS AND ELEVATIONS	4 OF 7	S100
STRUCTURAL SECTIONS AND DETAILS	5 OF 7	S101
PHOTOS & SHUTTER REPAIR NOTES	6 OF 7	S102
CUPOLA PLAN	7 OF 7	S103

K. PUBLIC WORKS EMPLOYMENT VERIFICATION FORM



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above 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 post January 1, 2013 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

L. SEXUAL HARASSMENT AND NON-DISCRIMINATION FORM

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Contracts]

The Contractor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any subcontract, the Contractor, each subcontractor, or any person acting on behalf of the Contractor or subcontractor shall not discriminate 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.
2. Neither the Contractor nor any subcontractor nor any person on their behalf shall 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 employee involved in the manufacture of supplies, the performance of work, or any other activity required under the contract.
3. Neither the Contractor nor any subcontractor nor any person on their behalf shall 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 the contract.
4. Neither the Contractor nor any subcontractor nor any person on their behalf shall 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 such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Contractor and each subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the contracted services are performed shall satisfy this requirement for employees with an established work site.
6. The Contractor and each subcontractor shall not 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 subcontractor or supplier who is qualified to perform the work to which the contract relates.
7. The Contractor and each subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws, regulations and policies relating to nondiscrimination and sexual harassment. The Contractor and each subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment

Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Contractor and each subcontractor shall, upon request and within the time periods requested by the commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the contracting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subcontract so that those provisions applicable to subcontractors will be binding upon each subcontractor.
9. The Contractor's and each subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the contract through the termination date thereof. Accordingly, the Contractor and each subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the contract and all money due or to become due under the contract may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the agency may proceed with debarment or suspension and may place the Contractor in the Contractor Responsibility File.

M. RESPONSIBLE CONTRACTOR BIDDING REQUIREMENTS

§ 4-1008. Establishment of purchasing system.

- A. The Finance Director shall assist the Township Manager in establishing a purchasing system, which shall provide the regulations, policies and procedures covering the acquisition of goods and services, subject to the provisions of the Charter and this code.
- B. All department heads are responsible for all purchases of their departments. All purchases, except petty cash items, must be authorized by signature of the department head and approved by signature of the Township Manager.
- C. The duties of the designated agent and/or agents responsible for implementing the purchasing system shall be to:
 - (1) Prepare or obtain and maintain standard specifications for materials, supplies and equipment whenever practicable.
 - (2) Keep informed of and maintain records as to the sources of supply for all classes of purchases, bids and price quotations and other related items.
 - (3) Advise and assist in the formulation of policies and procedures in connection with the purchasing activities of the Township.
 - (4) Perform such other duties as may be required by the purchasing procedures established.
- D. The Township Manager shall have the authority to execute purchases and contracts with a value of less than \$10,000. Purchases and contracts with a value of \$10,000 or more shall be made in accordance with the provisions of the First Class Township Code, 53 P.S. §§ 56801 through 56811.
- E. The rules and regulations governing competitive bidding shall be as follows: **[Amended 5-8-2023 by Ord. No. 2975-2023]**
 - (1) Responsible bidders list. There shall be established and maintained a bidders list for each type of goods or service purchased by the Township. Inclusion on the bidders list shall signify that a bidder is considered responsible, either through previous experience in business dealings with the Township or through an investigation of the credit, reliability and performance of the bidder. Once qualified as responsible, a bidder shall remain on the bidders list indefinitely unless removed by reason of disqualification. When applicable, a bidder shall also meet the requirements set forth below under Subsection E(4), Responsible contractor bidding requirements, in order to qualify as, and remain, a responsible bidder.
 - (2) Disqualification of bidders. A bidder may be disqualified for reasons including but not limited to the following:
 - (a) Previous unsatisfactory experience with the bidder by the Township or other recipient of the bidder's goods or services.
 - (b) Failure to submit a bid on two successive occasions.
 - (c) False or misleading statements about a product or service.
 - (d) An attempt by a bidder to influence the purchase of goods or services by the Township through a gift, gratuity, favor or benefit or promise thereof to a Township officer or employee.
 - (e) Collusion with another bidder in an attempt to regulate the price, quality or availability of

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goods or services to the detriment of the Township.

- (f) When applicable, the bidder provides false or misleading information in violation of Subsection E(4)(h) below.

(3) Invitation to bid.

(a) (Reserved)

- (b) An invitation to bid shall be sent by mail to all vendors appearing on the bidders list for the item to be purchased. The invitation shall include the following:

[1] A basic description of the item to be purchased.

[2] The quantity to be purchased.

[3] A copy of the specification and bid documents or instructions on the method by which they may be obtained.

[4] The date, time and place of the bid opening.

[5] When applicable, that a contractor responsibility certification is required.

[6] Any other specific requirements.

(4) Responsible contractor bidding requirements.

(a) Purpose.

[1] Haverford Township recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform such contracts in a timely, reliable and cost-effective manner.

[2] To effectuate the purpose of selecting responsible contractors for these public contracts and to protect the Township's investments in such contracts, prospective contractors and subcontractors should be required to meet preestablished, clearly defined, minimum qualification standards regarding past project performance in terms of competency, safety and law compliance, technical abilities, experience, and adequacy of resources.

[3] Further, due to the critical impact that skilled craft labor has on the execution of public works projects, and the increasingly limited availability of such labor, it is necessary to require contractors and subcontractors to participate in proven apprenticeship training programs as a condition of bidding to promote successful project delivery and help ensure future workforce development.

[4] Therefore, the Township shall require compliance with the provisions of these responsible contractor bidding requirements by business entities seeking to provide services as specified herein. These requirements are intended to supplement, not replace, existing contractor qualification standards or other criteria currently required by the Township. However, in the event that these requirements conflict with any law, public policy, or contracting documents of the Township, these responsible contractor bidding requirements shall prevail.

(b) Responsible contractor requirements.

- [1] These responsible contractor bidding requirements set forth herein shall apply to public works projects valued at \$250,000 or more undertaken by the Township for construction, demolition, alteration, renovation, modernization, service or maintenance of buildings, structures or facilities. All contractors and subcontractors of any tier that perform work on such projects, regardless of value of individual contract or subcontract packages, shall meet the requirements herein.
- [2] All firms engaged in public works contracts subject to these responsible contractor requirements, including general contractors, construction managers, other lead or prime contractors, and subcontractors at any level, shall be qualified, responsible contracting firms that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding or otherwise participating in public works contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics.
- [3] The firm will pay all craft employees on the project, at a minimum, the applicable prevailing wage and fringe benefit rates, as established for the classification in which the worker is employed, in accordance with 43 Pa.C.S.A. § 165-1 et seq.

(c) Contractor responsibility certifications.

- [1] As a condition of performing work on a public works contract subject to these responsible contractor bidding requirements, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a contractor responsibility certification at the time it submits a bid for contract.
- [2] The contractor responsibility certification shall be completed on a form provided by the Township and shall reference the project for which a bid is being submitted by name and contract or project number.
- [3] In the contractor responsibility certification, the construction manager, general contractor or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:
 - [a] The firm and its employees have all licenses, registrations, certificates or other credentials required by federal, state, or county law and the laws of the Township, including but not limited to licenses, registrations or certificates required to do business in the designated locale and perform the contract work it seeks to perform. These shall include, but not be limited to, licenses, registrations, certificates for any type of construction or maintenance trade work or specialty work which the firm seeks to self-perform.
 - [b] The firm meets the bonding requirements for the contract required by applicable law or contract specifications, and any insurance requirements, as well as applicable insurance requirements for the contract, including general liability, workers' compensation and unemployment insurance.
 - [c] The firm has not been debarred or suspended by any federal, state or local

government agency or authority in the past three years.

- [d] The firm has not defaulted on any project in the past three years.
- [e] The firm has not had any type of business, contracting or trade license, registration or certification revoked or suspended in the past three years.
- [f] The firm and its principals/owners have not been convicted of any crime relating to its contracting business in the past 10 years.
- [g] Within the past three years, the firm has not been found in violation of any law applicable to its contracting business, including, but not limited to, licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$1,000 or more.
- [h] The firm will employ a sufficient number of craft labor personnel required to successfully perform any project work it self-performs or shall use qualified subcontractors to meet this requirement.
- [i] The firm shall ensure that all craft labor it employs on the project will have completed, prior to working on the project the, OSHA ten-hour training course established by the U.S. Department of Labor. If the firm is a prime contractor, it shall also ensure that at least one person on the project has completed the OSHA thirty-hour construction training course established by the U.S. Department of Labor.
- [j] The firm participates in a Class A apprenticeship training program, as defined below, for each separate trade or classification in which it employs craft employees and shall continue to participate in such program or programs for the duration of the project. This requirement, along with the requirements specified in Subsection E(4)(c)[3][k] below of these responsible contractor bidding requirements, helps ensure that workers employed on the project are participants in or graduates of bona fide apprenticeship training programs in each trade or craft in which their services are utilized, as evidenced by the fact that the program is registered with the federal or state government and has been in continuous existence for no fewer than five years prior to the project relating to the certification.
 - [i] For purposes of this section, a Class A apprenticeship program is an apprenticeship program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and which has graduated apprentices to journeyman status for at least three of the past five years. This may be an apprenticeship program subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. ("ERISA"), or a non-ERISA program.
 - [ii] To demonstrate compliance with this section, the firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and documentation verifying it participates in a Class A apprenticeship program for each trade or classification listed.
- [k] The construction manager, general contractor or other lead or prime contractor

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responsible for the project shall ensure that at least 70% of the craft labor workers employed on the project shall be comprised of either journeyperson workers who have successfully completed a Class A apprenticeship program, as defined in Subsection E(4)(c)[3][j] above, or apprentices registered in such programs. The apprenticeship participation specified by this section must be in the same trade or craft for which the workers are employed on the project.

- [l] The firm shall assign workers to perform only work in their respective craft or trade for which they have sufficient skills and training or shall use qualified subcontractors to meet these requirements.
 - [m] The firm shall pay all craft employees that it employs on the project the current wage rates and fringe benefits as required under applicable federal, state, or local wage laws.
 - [n] The firm has all other technical qualifications and resources, including equipment, personnel and financial resources, to successfully perform the referenced contract and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible subcontractors or vendors.
 - [o] The firm shall notify the Township within seven days of any material changes in its operation that relate to any matter attested to in this certification.
- [4] Execution of the contractor responsibility certification required by these responsible contractor bidding requirements shall not establish a presumption of contractor responsibility, and the Township may require any additional information it deems necessary to evaluate a firm's status as a responsible contractor, including information regarding the firm's technical qualifications, financial capacity or other resources and performance capabilities. The Township may require that such information be included in a separate statement of qualifications and experience or as an attachment to the contractor responsibility certification.
- [5] The submitting firm shall stipulate in the contractor responsibility certification that, if it receives a notice of intent to award contract, it will provide a subcontractor list and required subcontractor information as specified in Subsection E(4)(e) below, Subcontractor responsibility requirements.
- [6] If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it shall attach an appendix to its contractor responsibility certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.
- [7] If a firm fails to provide a contractor responsibility certification required by this section in any bid to the Township, such failure shall constitute grounds to reject such bid as noncompliant with these requirements and shall disqualify such firm from bidding. No action of any nature shall lie against the Township because of its refusal to accept or award a bid for failing to provide information required by this section.

(d) Notice of intent to award contract.

- [1] After it has received bids for a project, the Township shall issue a notice of intent to award contract to the firm that has submitted the lowest responsive and responsible bid.
- [2] Such notice shall be issued immediately or as soon as practicable after bids are opened and shall stipulate that the contract award is conditioned on the issuance of a written contractor responsibility determination for the firm as required by Subsection E(4)(f) below (Contractor responsibility review and determination), compliance with subcontractor certifications required by Subsection E(4)(e) below (Subcontractor responsibility requirements), and any other qualification standards required by the Township.

(e) Subcontractor responsibility requirements.

- [1] Within 14 days of receiving a notice of intent to award contract, the prospective awardee shall submit a subcontractor list which provides the names and addresses of the subcontractors it will use on the project, the scope of work assigned to each subcontractor, and subcontractor responsibility certifications as required by this section.
- [2] The prospective awardee shall not be permitted to use a subcontractor on any work performed for the Township unless it has identified the subcontractor on its subcontractor list and provided a subcontractor responsibility certification in accordance with the requirements of these responsible contractor bidding requirements.
- [3] At the time a prospective awardee submits the subcontractor list, all subcontractors will be identified on the subcontractor list submitted by any bidder, and subcontractor responsibility certifications shall be submitted with supporting documentation by a prospective awardee to the Township.
- [4] A prospective awardee shall determine whether any firm on its subcontractor list is organized as a sole proprietorship owned and operated by a single person. This shall apply to subcontractors at any tier. For any such entity, the prospective awardee shall ensure that the sole proprietorship subcontractor is a legitimate business entity and not a misclassified employee by requiring the subcontractor to supplement its subcontractor certification with its employer identification number and copies of any license, certificate or registration it is required to maintain to do business in the state in which it is located.
- [5] At the time a prospective awardee submits the subcontractor list, it shall also submit subcontractor responsibility certifications for all listed subcontractors to the Township. Subcontractor responsibility certifications must be executed by the respective subcontractors on forms prepared by the Township and shall contain the same information and representations required in contractor responsibility certifications, including verifications of apprenticeship qualifications as required in Subsection E(4)(c)[3][k] above, for each trade or classification of craft workers it will employ on the project.
- [6] Subcontractor responsibility certifications shall be executed by a person having

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sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete and accurate.

- [7] A subcontractor listed on a firm's subcontractor list shall not be substituted unless written authorization is obtained from the Township and a subcontractor responsibility certification is provided for the substitute subcontractor.
 - [8] In the event that the Township determines that a subcontractor fails to meet the requirements of these responsible contractor bidding requirements or is otherwise determined to be nonresponsible, it may, after informing the prospective awardee, exercise one of the following options:
 - [a] Permit the awardee to substitute a qualified, responsible subcontractor in accordance with the requirements of this section upon submission of a completed subcontractor certification for the substitute and approval of the substitute by the Township;
 - [b] Require the awardee to self-perform the work in question if the firm has the required experience, licenses and other qualifications to perform the work in question; or
 - [c] Disqualify the prospective awardee.
 - [9] In the event a subcontractor is disqualified under these responsible contractor bidding requirements, the general contractor, construction manager or other lead or prime contractor shall not be permitted to make any type of claim against the Township on the basis of a subcontractor disqualification.
- (f) Contractor responsibility review and determination.
- [1] After the Township has issued a notice of intent to award contract to the lowest responsible bidder, it shall undertake a contractor responsibility review process to determine whether the firm is a qualified, responsible firm in accordance with the requirements of these responsible contractor bidding requirements, this Part 10, and other applicable laws and regulations. The time frame for conducting this review process shall be as determined by the Township.
 - [2] As part of the review process, the Township shall ensure that the contractor responsibility certification, the subcontractor list, the subcontractor responsibility certifications, and all applicable supporting information comply with the requirements of these responsible contractor bidding requirements.
 - [3] The Township of Haverford Township may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, the Township may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.
 - [4] If, at the conclusion of its internal review, the Township determines that all responsibility certifications have been properly completed and executed, and if the

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Township concludes that the qualifications and background of the prospective awardee and the firms on its subcontractor list are satisfactory to deem the firms as responsible contractors under these requirements, the Township shall issue a written contractor responsibility determination verifying that the prospective awardee is a qualified, responsible and responsive contractor.

[5] In the event a firm is determined to be nonresponsible, the Township shall notify the firm and proceed to conduct a responsibility review of the next lowest, responsive bidder or, if necessary, rebid the project. A responsibility determination may be revoked at any time if the Township obtains relevant information warranting any such revocations.

(g) Execution of final contract and public review.

[1] A contract subject to these responsible contractor bidding requirements shall not be executed until all requirements of these requirements have been fulfilled and until a contractor responsibility determination has been issued by the Township pursuant to Subsection E(4)(f) above.

[2] Prior to the execution of a final contract under this Part 10, the Township shall publicly post the notice of intent to award, contractor and subcontractor responsibility certifications, subcontractor lists, related supporting documentation and the contractor responsibility determination on a publicly available website for public inspection for a period of 10 calendar days after the issuance of the contractor responsibility determination.

(h) False, incomplete or misleading responsibility certifications. If the Township determines that a contractor certification, subcontractor list, or subcontractor responsibility certification contains false or misleading information that was provided knowingly or with reckless disregard for the truth, or omits material information knowingly or with reckless disregard of the truth, the firm for which the certification was submitted shall be disqualified from the project and shall be prohibited from performing work for the Township for a period of three years. The Township may withhold payment of any monies due to the firm as damages and impose other applicable penalties and sanctions, including contract termination, as permitted by law or contract.

(i) Emergencies. Should Haverford Township determine, in accordance with the provisions of the Township Charter, § 4-1008F below, and/or First Class Township Code,¹ that emergency circumstances exist pursuant to the conditions set forth in § 4-1008F(1) below, then the Township may award a procurement contract without application of the terms of these responsible contractor bidding requirements.

F. Waiver of competitive bidding process.

(1) Six members of the Board of Commissioners may authorize, by poll, the waiver of the competitive bidding process when they shall declare that emergency circumstances require that a purchase be made within a limited period of time. Such emergency purchases shall be limited to situations where:

(a) Delay in making the purchase would present a threat to the health, safety or welfare of the

1. Editor's Note: See 53 P.S. § 55101 et seq.

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residents of the Township.

- (b) The purchase is required by unforeseen circumstances and that delay would seriously hinder the effective delivery of essential Township services.
 - (c) There are no feasible alternatives to the emergency purchase.
- (2) Every effort shall be made to provide competitive conditions during the emergency purchase. Quotations solicited may be oral or written.