SPECIFICATION FOR

FLOORING REPLACEMENT

For

The Central Bucks School District
Administrative Offices
20 Welden Drive
Doylestown, Pennsylvania

CBSD Operations Center 320 West Swamp Road Doylestown, PA 18901 Telephone: (267) 893-4038

Fax: (267) 893-5823

March 17, 2017

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DESCRIPTION

FLOOR PLAN

NUMBER

FR-1	Transportation Center
FR-2	Doyle ES
FR-3	Butler ES
FR-4	Cold Spring ES
FR-5	West HS
FR-6	Bridge Valley ES
FR-7	Tohickon MS
FR-8	East HS, First Floor
FR-9	East HS, Second Floor

Note: Bidders shall check all pages in this Specification and the Drawings received against the above index. Submission of Bid constitutes review and acknowledgment of receipt of the complete Specification noted above. The District shall be notified immediately if the Bidder's documents do not agree with this Index.

CENTRAL BUCKS SCHOOL DISTRICT NOTICE TO BIDDERS

Sealed bids should be sent to the Central Bucks School District Operations Center at 320 West Swamp Road, Doylestown, PA 18901. Bids will be accepted until 11:00AM SHARP (prevailing time) on **April 13, 2017** and will be publicly opened.

FLOORING REPLACEMENT

A pre-bid meeting for this project will be held on March 30, 2017 at 10:00 A.M. at the Operations Center, 320 West Swamp Road, Doylestown, Pa. Contractors will have the opportunity to visit and measure the specified work at each building.

Specifications are available to prospective bidders for downloading at the Bidding Information section of the CBSD Operations Department website at www.cbsd.org/Page/2175. If additional information is required concerning these bids, contact Michael Nickerson at (267) 893-4038. IT IS IMPORTANT THAT ALL BIDDERS ATTEND THE PRE-BID MEETING. THE BID FORM AND DRAWINGS ARE NOT AVAILABLE FOR DOWNLOAD BUT WILL BE PROVIDED TO CONTRACTORS WHO ATTEND THE PRE-BID MEETING.

The Central Bucks School Board reserves the right to reject any or all bids, waive any informality in any bid, to eliminate or reduce items or quantities, and exercise its judgment as to the comparative merit of the products and services offered.

Sharon Reiner, Board Secretary Central Bucks School District

INSERTION DATES: March 17, 2017

March 20, 2017 March 27, 2017

DATA FOR BIDS

Each Bid shall be delivered in a plain sealed envelope marked as follows:

ATTN: PURCHASING DEPARTMENT

SEALED BID FOR:

FLOORING REPLACMENT

Bidder's name shall clearly appear on the front of the sealed envelope with the name of the Project. If bids are sent by way of UPS, Federal express, etc., this information **must** also appear on the **OUTSIDE ENVELOPE**. All bid/proposal correspondence, pricing, etc., shall be typewritten or hand written in ink.

Sealed bids should be sent to the Central Bucks School District Operations Center at 320 West Swamp Road, Doylestown, PA 18901. Bids will be accepted until 11:00AM SHARP (prevailing time) on **April 13**, **2017** and will be publicly opened.

The Bidders are reminded to check the Advertisement, Proposal Form, and other Bidding Documents for the following:

- 1. Pre-Bid Conference date and time.
- 2. Proper form of Bid Deposit in the correct amount.

During the bidding period, Bidders may be furnished Bulletins modifying the Plans and Specifications. Any such Bulletins shall be taken into account in submitting a Bid and shall form a part of the Contract Documents.

Bidders must visit the site of the work and acquaint themselves with existing conditions before submitting a Bid. A pre-bid meeting for the project will be held on March 30, 2017 at 10:00 A.M. at the Operations Center, 320 West Swamp Road, Doylestown, Pa. Contractors will then have the opportunity to visit and measure the specified work at each building. IT IS IMPORTANT THAT ALL BIDDERS ATTEND THE PRE-BID MEETING. THE BID FORM AND DRAWINGS ARE NOT AVAILABLE FOR DOWNLOAD BUT WILL BE PROVIDED TO CONTRACTORS WHO ATTEND THE PRE-BID MEETING. The Owner's representative will be available to answer questions, review project requirements, and the Bidder will be able to observe existing conditions.

A BANK CASHIER'S, BANK TREASURER'S, CERTIFIED CHECK, OR BID BOND IN FAVOR OF THE CENTRAL BUCKS SCHOOL DISTRICT IN THE AMOUNT OF 10% OF THE BASE BID IS REQUIRED FROM EACH BIDDER AND MUST BE ENCLOSED WITH THE BID. It is understood the Bid Deposit will be forfeited to and retained by the Owner as liquidated damages if the Proposal, or any part thereof is accepted by the Owner, and the Bidder fails to execute the contract and furnish bonds within ten (10) days from the date of Notice of Award. Should the Owner fail to make any awards through no fault or failures on the part of the bidders, then Owner shall return said Bid Deposits.

Each Bidder shall submit with his Proposal a statement from Surety certifying that the Surety Company will provide the bidder with a Performance Bond and a Payment Bond, in the full amount of the contract, should the Bidder be awarded the work. The Agreement of Surety shall be in the form as set forth herein and shall be dated, signed and sealed by an authorized officer of the company.

With the exception of Bid Deposit of the three lowest acceptable bidders, the Bid Deposit of all other bidders will be generally returned within seven (7) calendar days of the opening of the bids. Bid Deposits of the three lowest bidders will be returned after the contract has been awarded and signed.

A Non-Collusion Affidavit shall be executed and submitted with the Contractor's Proposal using the form as set forth herein. More than one proposal for one contract from an individual, partnership, corporation, or an association under the same or different names will be grounds for the rejection of all proposals in which such bidder is interested.

No bid may be withdrawn for 60 calendar days after the Bid Opening. The Bids are to include all work as shown or specified, also such Unit Price and Alternate Bid items as may be requested or noted. These prices are important and should be carefully stated when Bids are submitted, and in the form, as quoted, on the Bid forms, attached to these specifications. It is not mandatory, upon any bidder, to include all Alternate Bids or Unit Prices. Should any bidder fail to submit any Alternate Bids or Unit Prices, he will, obviously be himself responsible for his omission and shall have no claim against the Owner, should the Owner award the Contract to a bidder who has submitted a more satisfactory bid.

Bidder shall identify and list on his Proposal Form, each Major Subcontractor to be used on this Project in accordance with Article 15.4 (Modification to Article 5) of the Supplementary Conditions of the Contract. Bidder shall also secure and submit Major Subcontractors Qualification Statements accordingly as noted in the above referenced Article and noted below.

Each Bidder is required to submit a current Contractor's Qualification Statement (AIA Document A305, or equivalent) with a sworn statement of his financial responsibility, technical qualifications and evidence that he has completed two similar construction contracts within the last two years, each equal to 50% of the total amount of the proposal submitted. Bidder shall also secure and submit Major Subcontractors Qualification Statements as required in Article 15.4 of the Supplementary Conditions. The above statements shall be submitted on the forms furnished with the Bid Documents and furnished with the Bid.

The Owner will, as soon as practical, award the Contract(s) to the lowest responsible bidder(s), and it shall have the right to reject any or all Bids, to waive technical defects, and to accept or reject any part of any Bid, if in the judgment of the Owners its best interest shall be served by such action and the Bidder, in accepting the Plans and Specifications for Bidding accepts these conditions. No rights shall accrue to any person submitting a Bid or Proposal until such Bid has been accepted, and a contract awarded, and such contract completely executed in writing by both parties.

Any Unit Prices furnished by the Bidder as part of his Proposal Form shall be made a part of the Agreement and shall be the basis of compensation for any Unit Price work required on the Project.

Bidder warrants to execute the Contract, furnish required Bonds in form as incorporated in the Contract Documents and in amounts specified in the Supplementary Conditions (Article 15.9, Modifications to Article 11.4.1), furnish required Insurance Certificates, and begin work in accordance with the Project Time Schedule (Article 15.5, Modifications to Article 8).

Commencement date, completion dates, and submission of a detailed breakdown of the work showing subcontractors and prices for the various portions of the work shall be as noted in Article 15.5, Modifications to Article 8 of the Supplementary Conditions. See also same Article regarding Liquidated Damages.

PROPOSAL FORM

BID FORM AND DRAWINGS ARE NOT AVAILABLE BY DOWNLOAD.
THEY WILL BE AVAILABLE AT THE PRE-BID MEETING.

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AGREEMENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we,	
as Surety, a corporation existing	ig under the laws of the State of
, and authorized	to transact business in the Commonwealth of
Pennsylvania hereby agree intending to be legally bound	d hereby, to execute and deliver to the CENTRAL
BUCKS SCHOOL DISTRICT, within the time limit specified	l in the Contract Documents, the Performance
Bond and Payment Bond in the forms included in the Co	ontract Documents each in an amount of 100% of
the contract amount, in favor of the CENTRAL BUCKS SC	HOOL DISTRICT, as required for the faithful
performance and proper fulfillment of the contract for t	he Replacement of Flooring work at all specified
locations on behalf of	(hereinafter called the Bidder) provided
that the above contract be awarded to the bidder within	n forty-six (46) days after the date of opening of
the bids or otherwise as set forth in the Instructions to I	Bidders.
DATED: 2017	
	(CORPORATE SURETY
ATTEST:	
(Secretary)	President
(CORPORATE SEAL)	

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NON-COLLUSION AFFIDAVIT

STATE OF	:
COUNTY OF:	:
	, of lawful age, being first duly sworn according to law, deposes
and says the fo	
1.	He is the officer or agent authorized by the bidder to submit the attached bid.
2.	The bidder (has)(has not) been convicted or found liable for any act
	tate or federal law in any jurisdiction involving conspiracy or collusion with respect to
	public contract within the last three (3) years.
3.	The bidder understands that if the bidder has been convicted or found liable as aforesaid,
the owner is no	of prohibited from accepting a bid from or awarding a contract to the bidder, but the
	nding of liability may be a ground for administrative suspension or debarment in the
	e owner under the rules and regulations of the owner, or if the owner has no
	suspension or debarment regulations or procedures, the conviction or finding of liability
	d for consideration on the question of whether the owner should decline to award a
	bidder on the basis of a lack of responsibility.
4.	The bidder has not been a party to any collusion among bidders in restraint or of freedom
of competition	by agreement to bid at a fixed price or to refrain from bidding.
5.	The bidder has not been a party to any collusion with any governmental official or
employee as to	quantity, quality or price in the prospective contract or with respect to any other terms of
the prospective	contract or with respect to any discussions between the bidder and any governmental
official concern	ing exchange of money or other things of value for special consideration in the letting of a
contract.	
6.	The foregoing statements are accurate with respect to the bidder and its current or
previous office	rs and employees.
7.	The foregoing statements are true and correct to the best of the affiant's knowledge,
information and	d belief.
SWORN TO ANI	D SUBSCRIBED
BEFORE ME, A	NOTARY PUBLIC,
ON THE	DAY OF

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Notary Public

My Commission Expires:

AGREEMENT FORM

The form of agreement between Owner and Contractor to be used for this Project will be the 2007

Edition of AIA DOCUMENT A101 – STANDARD FORM OF AGREEMENT BETWEEN OWNER AND

CONTRACTOR, with modifications set forth herein after as contained Section 00 73 00 – Supplementary

Conditions.

BOND FORMS

The "Performance Bond" and the "Payment Bond", A.I.A. Documents No. A312-2010, of the American Institute of Architects, are hereby made a part of the Specifications. The Bonds are subject to all modifications as set forth and referenced in Article 15.9 of the Supplementary Conditions.

GENERAL CONDITIONS

The General Conditions to be used for this Project will be the *2007 Edition* of AIA DOCUMENT A201 - GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION, with modifications set forth herein after as contained in the Supplementary Conditions.

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<u>SECTION 00 73 00</u> – <u>SUPPLEMENTARY CONDITIONS</u>

00 73 00.1 STANDARD AIA FORM

Work will be subject to provisions set forth by the American Institute of Engineers Standard AIA Document A201 "General Conditions of the Contract for Construction", 2007 Edition, Articles 1 thru 15 inclusive, which are hereby made a part of this Specification.

00 73 00.2 MODIFICATION OF AIA FORM A201

The following supplements, modifies, deletes from, and/or adds to AIA Form 201 "General Conditions of the Contract for Construction" (2007 edition) as indicated by the following articles, paragraphs, etc. as noted below:

- 1. Articles, or portions thereof, that are not specifically modified, deleted, or superseded hereby, remain in full effect.
- 2. The General Conditions and Supplementary Conditions also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Project Manual.

00 73 00.3 RELATED DOCUMENTS

Supplemental Conditions Article 16 specifically modifies Sections 1 thru 15 of AIA Document A201 "General Conditions of the Contract for Construction". Supplemental Conditions commencing with Article 17 act to modify, change and/or add to the Standard Form of Agreement between Owner and Contractor and other documents incorporated or therein described. Where any article, paragraph or subparagraph of the said documents is modified, supplemented, or voided by these Supplemental Project Requirements, the unaltered parts of said documents will remain in effect. The General Conditions of the Contract for Construction and Supplementary Conditions contained herein are applicable to all of the Work under the Contract.

Specific administrative and procedural minimum actions are specified in this Section, as extensions of provisions in General Conditions of the Contract for Construction and other Contract Documents. These requirements have been included for special purposes as indicated. Nothing in this Section is intended to limit types and amounts of temporary work required, and no omission from this Section will be recognized as an indication by Owner or Engineer that such temporary activity is not required for successful completion of the Work and compliance with requirements of Contract Documents. Provisions of this Section are applicable to, but not by way of limitation, utility services, construction facilities, security/protection and support facilities.

00 73 00.4 GENERAL PROVISIONS OF THESE SUPPLEMENTARY CONDITIONS

ARTICLE 16: MODIFICATIONS TO GENERAL CONDITIONS (A-201)

ARTICLE 3: CONTRACTOR: The following shall be considered revisions or additions to Article 3:

3.1 GENERAL: Add subparagraph 3.1.1.1 as follows:

3.1.1.1: Whenever the term "Contractor" is used in these Documents, it shall mean the Contractor with whom a Contract had been entered into for any of the various Contracts, unless noted otherwise.

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR: Add subparagraphs 3.2.1.1 thru 3.2.1.4 and paragraph 3.2.4 as follows:

- 3.2.1.1: If any errors, inconsistencies or omissions appear in the Drawings, Specifications, or other Contract Documents, which should reasonably have been discovered and concerning which interpretation had not been obtained during the Bidding Period, the Contractor shall within ten (10) days after receiving "Notice of Award" notify the Owner in writing of such error, inconsistency or omission. In the event the Contractor fails to give such notice, he will be responsible for the results of any such errors, inconsistencies or omissions and the cost of rectifying same. At the end of the ten (10) day period, Interpretations of this procedure shall be made by the Owner and his decision will be final.
- 3.2.1.2: Dimensions given at full size or large-scale details shall take precedence over smaller scaled measurements. Discrepancies shall be referred to the Owner in writing for adjustments before any work affected thereby has been performed.
- 3.2.1.3: Where compliance with 2 or more industry standards or sets of requirements is specified, and overlapping of those different standards or requirements establishes different or conflicting minimums or levels of quality, the most stringent requirement (which is generally recognized to be the most costly) is intended and will be enforced. Refer apparently-equal-but-different requirements, and uncertainties as to which level of quality is more stringent, to Owner in writing for a decision before proceeding. These may be shown on any plan, partial plan, in the Project Manual or in any Addenda.
- 3.2.1.4: Where the word "similar" occurs on the drawings it shall be used in its general sense and not as meaning identical, and all details shall be worked out in relation to their location and their connection to other parts of the work. Where on any drawings or a portion of the work is drawn out and the remainder is indicated in outline, the parts drawn out shall apply also to other like portions of the work. Where detail is indicated by starting only, such detail shall be continued throughout the courses or parts in which it occurs, and shall also apply to all other similar parts in the work unless otherwise indicated.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES: Add paragraphs 3.3.4 & 3.3.5 as follows:

- <u>3.3.4:</u> The Contractor for the project shall locate benchmarks and establish primary lines and levels. He will verify all grades, lines, levels, and dimensions shown on the Drawings, and report any discrepancies or inconsistencies in the above in writing to the Engineer before commencing work.
- <u>3.3.5:</u> Electric power and Gas service to the building must be maintained at all times during occupied periods. The contractor is responsible to maintain power to the equipment at all times thru the use of temporary feeds, temporary power generation equipment etc. or any other means necessary.

3.4 LABOR AND MATERIALS:

Add the following to 3.4.2 "Labor and Materials":

3.4.2.1: STANDARD OF QUALITY:

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for the bid proposed. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. Where proprietary names are used, whether or not followed by the words "or approved equal", they shall be subject to equals only as approved by the Engineer and/or Engineers in accordance with substitution procedures specified in Division 01. See Section 016000 Product Requirements for detailed information. Substitutions considered by the Owner or Engineer shall be limited to those proposed before bids are due unless products or systems become unavailable through no fault of the Contractor.

- <u>3.4.2.1.1:</u> Such references require that which is established as standards of quality shall be provided without substitution unless permitted by the Contract Documents.
- <u>3.4.2.2:</u> Materials specified which become unavailable due to strike, loss of plant through fire or flood, bankruptcy or other unforeseeable cause, shall be substituted equally at no cost to the Owner from another source subject to the substitution procedures in Section 016000 Product Requirements.
- <u>3.4.2.3:</u> Substitute work offered and approved shall not be a basis for contingent extra charges or additional charges due to changes in related work such as rough-in, changes in supporting foundations and other related work. Contractor shall be responsible for costs of additional work and changes required to incorporate substitute materials, products, equipment or systems approved during the bidding period, including all such work and changes performed under other divisions of work.
- 3.4.2.4: The Contractor shall assume full responsibility for the adequacy of substitute work.

Add paragraphs 3.4.4 thru 3.4.9 as follows:

- <u>3.4.4:</u> Insofar as practical or required to obtain a full warranty, except as otherwise specified or shown, the material or product of one Manufacturer shall be used throughout the work for each specified purpose.
- <u>3.4.5:</u> All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in strict accordance with the Manufacturer's directions. Should such directions conflict with the Specifications, the Contractor shall request (in writing) clarification from the Owner before proceeding.
- <u>3.4.6:</u> All workmanship, equipment, materials, and articles incorporated in the work are to be of the best grade of their respective kinds for the purpose. Where equipment, materials or articles are referred to in the Specification as "equal to" any particular standard, the Owner shall decide the question of equality. Contractor shall furnish, for the Owner's approval, full information concerning materials, or articles which he contemplates incorporating in the work. Samples of materials shall be submitted for approval when and as directed. Materials and articles installed or used without such written approval shall be at the risk of subsequent rejection.
- <u>3.4.7:</u> No previous inspection or certificate of payment shall be held as an acceptance of defective work or materials or to relieve Contractor from the obligation to furnish sound

materials and to perform good satisfactory work. The Engineer shall be the sole judge of the materials and work furnished.

<u>3.4.8:</u> If the Engineer deems it inexpedient to correct work injured or done not in accordance with the Contract, the difference in value between such work and that as specified, together with a fair allowance for damage shall be deducted from the Contract price.

<u>3.4.9:</u> Should Contractor wish to substitute a specified item, Contractor shall submit a complete detailed request in accordance with Section 016000.

3.5 WARRANTY: Add paragraph 3.5.1 as follows:

<u>3.5.1:</u> Contractor shall fully warranty all material and workmanship for the entire project for two years from substantial completion and acceptance by Owner unless otherwise indicated. See Technical Specifications for additional required Manufacturer's Warranty.

3.6 TAXES: Add subparagraphs 3.6.1 thru 3.6.4 as follows:

<u>3.6.1:</u> All bids submitted must include all applicable taxes including, but not limited to, Pennsylvania State Sales and Use Taxes, and Federal Excise Taxes. If the item subject of this bid is exempt from State Sales and Use Taxes, the School District will provide evidence of tax exempt status.

3.7: PERMITS, FEES, NOTICES AND COMPLIANCE WITH LAWS: Add subparagraph 3.7.1.1 as follows:

3.7.1.1: The contractor is responsible for obtaining all required building permits from the respective Municipalities in which work will be performed for this project. The Owner will pay directly any required municipal fee for the building permit. The contractor and subcontractors shall be responsible for and required to pay for any fees required by the municipality for Contractor's registration, license, or similar business/occupation registration.

3.8 ALLOWANCES: Add subparagraph 3.8.4 as follows:

3.8.4: No cash allowances for any purpose are included in the specifications for this project.

3.9 SUPERINTENDENT: Add subparagraph 3.9.1.1 as follows:

<u>3.9.1.1:</u> If during the course of the project, it is evidenced that the Superintendent is not competent or is not managing the progress of the project or is not coordinating the various subcontractors under the Contractor's supervision, then the Owner and Engineer, or either of them, shall document such findings to the Contractor. If, within (10) days of receiving such notice, no substantial effort or correction of the findings is made, then the Engineer, based upon the Owner's recommendation, may require the replacement of the Superintendent with an acceptable Superintendent.

<u>3.10 CONTRACTOR'S CONSTRUCTION SCHEDULE</u>. Delete paragraphs 3.10.1 thru 3.10.3 and substitute the following:

3.10.1: The Contractor shall, within twenty (20) calendar days after issuance of Notice of Award, submit a draft Construction Schedule along with a detailed submittal schedule to the Owner (see 8.2.3.1). Seven (7) calendar days after the Owner receives the Contractors'

Construction Schedule, the Contractor shall meet with and review the Owner's comments and develop the final Contractors' Construction Schedule. The Contractor's Construction Schedule shall be related to the entire Project and shall not exceed time limits current under the Contract Documents for substantial completion of the entire Project as indicated in 8.2.3.6.

3.10.1.1: In the absence of a signed change order approving an extension of time, all Contractor Construction Schedule updates must show substantial completion date consistent with the date required in paragraph 8.2.3.6 of these Supplementary Conditions. Changes in logic or duration shall not be made, except for good cause, and shall not result in an extension of the time for substantial completion. In the event certain aspects of the work fall behind the Contractor's Construction Schedule, the Contractor(s) responsible for such aspects of the Work shall, in coordination, and consultation with all the Contractors, develop a recovery plan to revise logic, add manpower resources to reduce duration, expedite procurement or advance start of activities, to get the project back on a schedule that will assure completion in accordance with the substantial completion date.

3.10.1.2: ALL WORK THAT MAY, AS DETERMINED BY THE OWNER, BE DISRUPTIVE OR INTERFERE WITH THE HEALTH OR SAFETY OF PERSONS OCCUPYING THE BUILDING, INCLUDING NOISY OR DUSTY WORK, CONTRACTOR SHALL PERFORM SUCH WORK AFTER BUSINESS HOURS, WEEKENDS AND/OR HOLIDAYS SO AS NOT TO INTERFERE WITH BUILDING ACTIVITIES AND PUBLIC SAFETY AT NO ADDITIONAL COST TO THE OWNER.

3.12: SHOP DRAWINGS, PRODUCT DATA AND SAMPLES. Add sub-paragraphs 3.12.11 thru 3.12.16 as follows:

- <u>3.12.11:</u> The Contractor shall submit to the Engineer, a minimum of three copies of all necessary Shop Drawings, product data and/or samples for approval. Two copies will be retained by the Engineer, Engineer & Owner Representative, and one copy will be returned to the Contractor. Contractor shall submit additional copies in such number as he requires to be returned to process the work.
- 3.12.12: If requested by the Owner, Safety Data Sheets shall be furnished for any product or material proposed or specified for use in this project in accordance with the Pennsylvania Worker And Community Right To Know Act 1984-159.
- 3.12.13: Reference to procedures concerning Submittals shall be construed to incorporate all submittals including Contractor's Submittal Schedule of all products (to be in accordance with approved Contractor's Construction Schedule and other requirements stated herein), Submittal Matrix, Manufacturer's published literature, shop drawings, samples, concrete mix, design and other data.
- <u>3.12.14:</u> Submittal Schedules shall be prepared and incorporated into the Contractor's Construction Schedule as indicated in article 3.10.1. Contractor shall include the following considerations when preparing the submittal schedule so that approved products are at the project site ready for installation at the time they are needed and in accordance with the time established in the Contractors' Construction Schedule to avoid delays.
 - 3.12.14.1: Time frame when the item is needed at the Project.
 - 3.12.14.2: Time necessary to produce the product.
 - 3.12.14.3: Lead time required to prepare the submittal.
 - <u>3.12.14.4:</u> Time required for the Contractor to review and approve the submittal.
 - 3.12.14.5: Time for the Owner to review the submittal.
 - 3.12.14.6: Time for the Owner's Engineer or consultants to review the submittal.

- <u>3.12.14.7:</u> Number of Prime Contractors and Subcontractor's affected by the information contained in the submittal.
- 3.12.14.8: Time necessary to correct and resubmit if original submittal is not approved.
- <u>3.12.14.9:</u> Submittal of all color samples within adequate time for review, selection and coordination with other products requiring earlier installation and/or longer lead times for ordering.
- 3.12.14.10: Grouping of related submittals for coordination.
- 3.12.14.11: All color samples for finish work shall be submitted within thirty (30) calendar days after issuance of Notice of Award for review, coordination and approval by the Owner.
- 3.12.15: Submittals shall contain a Contractor's stamp of approval, signed and dated by the submitting Contractor, prior to submission to the Owner. Such stamp of approval by the Contractor shall be confirmation that he has determined and verified materials, field measurements and field construction criteria related thereto, and has checked and coordinated the information contained within such submittals. The Contractor shall also note in writing to the Owner, all deviations from the Contract Documents. Submittals will not be reviewed by the Engineer unless they contain such a stamp containing the words "Reviewed and Approved" accompanied by the Contractor's signature and date.
- <u>3.12.16:</u> Engineer's review is for general conformance with the Design Concept and Contract Documents. Markings or comments shall not be construed as relieving the Contractor from compliance with the Project Manual, Drawings, Addenda, and Bulletins. No departures there from, are to be considered as authorizing extra work. The Contractor remains responsible for materials, dimensions, details and accuracy for confirming and correlating all quantities and dimensions, for selecting fabrication process for techniques of assembly, for performing this work in a safe manner, and of coordinating this work with that of all other trades.

3.13 USE OF SITE: Add paragraphs 3.13.1 thru 3.13.5 as follows:

- <u>3.13.1:</u> Contractor shall use the site in a manner that will cause minimum interference and maintain maximum safety to the occupants of the building and the general public. Contractor must have prior approval of the Owner for locations of stored materials, access trailer locations, etc.
- 3.13.2: REMOVED
- <u>3.13.3:</u> After the last day of school, the contractor will have access to the project site Monday through Friday from 7:00 AM to 5:00 PM. For building access at hours other than noted above, the contractor is required to provide 24 hours advanced notice and the Owner will coordinate access accordingly.
- <u>3.13.4:</u> Work on site shall be coordinated with the School District Operations Department.
- <u>3.14 CUTTING AND PATCHING:</u> Add paragraphs 3.14.4 thru 3.14.5 and their subparagraphs as follows:
 - <u>3.14.4:</u> Existing Construction Areas (Alterations/Renovations): Contractor shall do <u>all</u> cutting, drilling, removal, cleaning, servicing, repairing, patching, rehanging, and restoration that may be required in connection with the work.

3.14.5: Concealed utilities, structural elements and hazards: Prior to cutting and demolition work, the Contractor shall survey and locate utilities, structural elements and hazards using locator / detection equipment. See Contract Drawings for additional requirements. Promptly submit a written report to the Engineer describing the nature and extent of any conflicts with the intended function or design of the work. Do not proceed with work until such conflicts are resolved.

<u>ARTICLE 4: ADMINISTRATION OF THE CONTRACT:</u> The following shall be considered revisions or additions to Article 4:

4.2 ADMINISTRATION OF THE CONTRACT:

- <u>4.2.4:</u> Amend the last sentence to read: The contractor shall communicate directly with its sub-contractors in order to assure proper coordination of the work.
 - <u>4.2.4.1</u>: The Contractor is required to have a representative available at all times to answer the telephone between the hours of 7:00 A.M. and 5:00 P.M. If business phones cannot be answered in person during these hours, the responsible person in charge for the Company shall provide the Owner with his home phone number and cellular phone number. Failure of the Contractor to comply with this requirement will be cause for rejection of the Contractor's Application and Certificate for Payment.

<u>ARTICLE 5: SUBCONTRACTORS:</u> The following shall be additions to Article 5 with respect to Subcontractors.

5.1 DEFINITIONS: Add paragraph 5.1.3 as follows:

<u>5.1.3:</u> Any single Subcontractor performing greater than 25% of the work of any Contract on this project shall be considered as a Major Subcontractor.

5.2 AWARD OF SUBCONTRACTS AND OTHER CONTRACTS FOR PORTIONS OF THE WORK: Add subparagraphs 5.2.1.1, 5.2.1.2, 5.2.3.1 and 5.2.4.1

- <u>5.2.1.1:</u> If a Proposal submitted is based on work performed by one or more Major Subcontractors, then the Bidder shall identify each such Major Subcontractor to be used on this Project. Each Major Subcontractor's name, address, phone number, and the estimated percentage of work to be performed by the Major Subcontractor shall be denoted in the appropriate place on the Proposal Form.
- <u>5.2.1.2:</u> In addition to his own Contractor's Qualification Statement, Bidder shall secure and furnish a Major Subcontractors Qualification Statement for each Major Subcontractor proposed. The Engineer and Owner may take into consideration the experience and qualifications of any Major Subcontractors in making a Contract award on this Project.
- <u>5.2.3.1:</u> If, after award of the Contract, a portion of the work is proposed to be performed by a Major Subcontractor, and the Contractor has not previously indicated on his Proposal Form this work being done by a Major Subcontractor, then the Engineer shall review the name and qualifications of the proposed Major Subcontractor. If the Engineer and Owner, after due investigation, has reasonable objection to a Major Subcontractor proposed by the Contractor, the Contractor shall propose another to whom the Engineer and Owner have no objection. The Contract Sum shall not be

changed as a result of any approval or disapproval by the Owner of a Major Subcontractor that was not previously identified on the Proposal Form.

5.2.4.1: Upon submission of a Proposal and award of a Contract, the Contractor shall not change a Major Subcontractor from that which was indicated on his Proposal Form, unless the Owner has indicated, in writing, that there is no objection to the change.

ARTICLE 6: CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS: The following shall be considered revisions or additions to Article 6:

6.2 MUTUAL RESPONSIBILITY: Add paragraphs 6.2.6 and 6.2.7

<u>6.2.7:</u> Contractors shall be responsible for proceeding with work in a manner that will not void any and all guarantees and warranties held by the Owner on the existing systems and facility.

ARTICLE 7: CHANGES IN THE WORK: The following shall be considered revisions or additions to Article 7:

7.3 CONSTRUCTION CHANGE DIRECTIVES: Add paragraphs 7.3.11 and 7.3.12 as follows:

7.3.11: The maximum allowable overhead, profit and commission percentages, given at the end of this paragraph, shall be considered to include, but not be limited to, insurance other than that mentioned in this "Equitable Adjustments" clause, bond or bonds, use of small tools, incidental job burdens, and general office expense, Engineering, cleaning, transportation, and all other "General Conditions, Supplementary General Conditions and Supplemental Project Requirements" items. No percentages for overhead, profit or commission will be allowed on employment taxes under FICA and FUTA which will be based on Contractor's last quarterly 941 form. The percentages for overhead, profit shall be negotiated and may vary according to the nature, extent, and complexity of the work involved, but in no case shall the allowance for overhead and profit in the total cost to the Owner exceed the following:

- a. For all work associated with change orders or construction change directives the maximum permitted add for the Contractor's overhead and profit shall be as follows:
 - 1. Any Change Order totaling up to three thousand dollars (\$3,000) or less: twenty percent (20%)
 - 2. Any Change Order totaling between three thousand and ten thousand dollars (\$3,000 to \$10,000): fifteen percent (15%)
 - 3. Any Change Order totaling over ten thousand dollars (\$10,000): ten percent (10%)
 - 4. In no case may overhead and profit exceed twenty percent (20%) of the work.
- b. Cost to which overhead and profit is to be applied shall be determined in accordance with Subparagraph 7.3.7.
- c. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are

subcontractors, they shall also be itemized. In no case will a change over \$1,000 be approved without such itemization.

7.3.12: When work is deleted, the Contractor shall submit a credit based upon the approved Schedule of Value and will include a bill of material, a breakdown of labor costs to which shall be added the Contractor's 10% profit. When credits are involved, documented cancellation and/or restocking charges may be included.

<u>ARTICLE 8: TIME:</u> The following shall be considered revisions or additions to Article 8.

- 8.1 DEFINITIONS: Add subparagraph 8.1.2.1 as follows:
 - <u>8.1.2.1:</u> It is anticipated that the Owner will make a Contract Award for this Project at a meeting of the School Board Directors. The date of commencement of the Work and the date of the Agreement will be the date of a meeting of the School Board Directors at which a Contract is awarded for this Project.
- <u>8.2 PROGRESS AND COMPLETION:</u> Add subparagraphs 8.2.2.1, 8.2.3.1 et seq, 8.2.3.2 thru 8.2.3.6 et seq.:
 - <u>8.2.2.1:</u> Work at the Project site may not commence until Contractor has furnished all required Contract documents including but not limited to Contract, Bonds, Insurance Certificates and verifications, and appointment of safety director.
 - 8.2.3.1: Within twenty (20) calendar days of Notice to Proceed, Contractor shall:
 - 8.2.3.1.1: Execute the Contract, furnish all required Bonds, furnish all Insurance Documents, furnish a cost breakdown, and furnish a list of Subcontractors, if any. 8.2.3.1.2: Immediately make field measurements required and prepare and submit shop drawings and product data sheets. Shop drawings shall be submitted in accordance with approved Contractor's Construction Schedule and Article 3.12. 8.2.3.1.3: Furnish a work schedule coinciding with the contract schedule and completion date.
 - <u>8.2.3.2:</u> Hours of work and building access shall be as stipulated in Article 3.13 Use of Site and Article 28, Project Schedule and Coordination. 8.2.3.3: REMOVED
 - 8.2.3.4: LIQUIDATED DAMAGES: The Owner will suffer financial loss if the Project is not Substantially Complete on the date set forth in the Contract Documents. Actual damages for delay in the time of completion are impossible to determine. It is therefore agreed that the Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the sums hereinafter stipulated and fixed, agreed and liquidated damages for each calendar day of delay for each substantial completion phase until the work of that phase is Substantially Complete: Five Hundred Dollars (\$500.00). Substantial Completion shall not be a defense to payment of Liquidated
 - <u>8.2.3.5</u>: Substantial Completion: Article 9.8.1 of the General Conditions is hereby deleted. The Owner's use or occupancy of any or all of the areas of work does not constitute substantial completion. See Article 9.8 included herein.

8.2.3.6: PROJECT TIME LINE:

damages nor bar recovery of damages by Owner.

The following dates and construction tasks are provided as a contract timeline on this project. Substantial Completion dates noted herein will be the contract Substantial Completion date.

Building	Area	Start Date	Substantial Completion Date	
Base Bid A				
Bridge Valley ES	Rooms 117, 152, 175 & 226	June 19	July 7	
Tohickon MS	Main Office & Room 407	July 3	July 21	
Base Bid B				
Transportation Center	Entrance Hall	June 19	June 22	
Doyle ES	Main Office Work Room	June 19	July 7	
Butler ES	Foyers (5)	June 19	July 7	
Cold Spring ES	Nurses Office, Elevator Car	June 19	June 30	
West High School	Room 152	July 3	July 21	

8.2 PROGRESS AND COMPLETION: Add paragraph 8.2.4 and subparagraphs 8.2.4.1 thru 8.2.4.4:

- <u>8.2.4:</u> The Contractor shall furnish such manpower, materials, facilities, and equipment and shall work such hours, including night shifts, overtime operations and Sundays and holidays, as may be necessary to insure the prosecution and completion of the Work in accordance with the Timeline included herein and approved Schedule. Should it become apparent from the current Schedule that the Work will not be completed within the Contract Time, the Contractor agrees that he will, as necessary, take some or all of the following actions at no additional cost to the Owner to improve the progress of the Project:
 - <u>8.2.4.1:</u> Increase manpower in such quantities and crafts as will substantially eliminate, in the judgment of the Owner, the backlog of Work;
 - <u>8.2.4.2:</u> Increase the number of working hours per shift, shifts per working day, working days per week, the amount of equipment, or any combination of the foregoing, sufficiently to substantially eliminate, in the judgment of the Owner, the backlog of Work; and,
 - 8.2.4.3: Reschedule activities to achieve maximum practical concurrence of accomplishment of activities.
 - <u>8.2.4.4:</u> The Owner may require the Contractor to suggest revisions to the Schedule in writing demonstrating his program and proposed plan to make up the delay to ensure completion of the Work within the Contract Time. If the Owner finds the proposed plan not acceptable, he may require the Contractor to submit a new plan. If the actions taken by the Contractor or the second plan proposed are not satisfactory, the Owner may

require the Contractor to take any of the actions set forth in this Article without additional cost to the Owner to make up the lag in scheduled progress.

<u>ARTICLE 9: PAYMENTS AND COMPLETION:</u> The following shall be considered revisions or additions to Article 9:

<u>9.3 APPLICATIONS FOR PAYMENT:</u> Add sub-paragraphs 9.3.1.3 thru 9.3.1.5, paragraph 9.3.4 and sub-paragraphs 9.3.4.1 thru 9.3.4.2 as follows:

- 9.3.1.3: The schedule for receipt of Applications for Payments and for Progress Payments shall be as indicated in the Contract Agreement, AIA Document A101 - 2007 edition "Standard Form of Agreement Between Owner and Contractor". Article 5. AIA Document A101 is included in the Project Manual as reference only while the actual agreement will include the provisions/modifications noted within this Section "Supplementary Conditions". Applications shall be submitted in duplicate to the Engineer. The period covered by each Application for Payment shall be one calendar month ending on the 15th day of the month. The schedule for receipt of Applications for Payments and for Progress Payments shall be as follows: Provided an Application for Payment is received by the Engineer & Owner not later than the 15th day of a month, the Owner shall make payment to the Contractor not later than twenty-eighth day of the following month. If an Application for Payment is submitted incomplete, without required original signatures, seals, supporting documentation, corresponding prevailing wage certifications etc., then the Application will not be processed until all correct/complete documents are received. Upon receipt of complete/correct documentation, the Application will be processed in accordance with the Agreement based on the date when the complete/correct documentation was received. The Owner is under no obligation to accelerate or provide special handling, manual cutting of checks, etc., for incorrect or incomplete payment applications received.
- <u>9.3.1.4:</u> Applications for payment shall be made monthly based upon labor and materials completed. Requisitions for all payments will be made on AIA Document G702 Application and Certificate for Payment. Contractor will be required to submit an itemized, detailed cost breakdown showing quantities, unit costs, and totals to the Owner within twenty (20) days after Notice to Proceed. Form to be in conformance with Engineer & Owner requirements.
- <u>9.3.1.5</u>: Payments will not be made for materials stored off site but only for materials on site and/or incorporated into the work.
- <u>9.3.4</u>: Contractor further warrants that upon submittal of an Application for Payment, all Subcontractors and Sub-Subcontractors who performed work for which certificates of payment have been previously issued and payments received from the Owner have in fact been paid for such work.
 - <u>9.3.4.1:</u> Contractor hereby waives any right which it may have to assert a mechanics' or other lien against the work, the project site, and any improvements thereon. Further, the Contractor shall cause a similar waiver to be included in all of its Subcontract and Sub-Subcontracts. Contractor shall also execute a separate waiver of liens if so requested by the Owner.
 - <u>9.3.4.2:</u> Contractor shall defend, indemnify, and hold Owner harmless from and against any and all claims, actions and proceedings arising out of or related to any liens asserted against the work, the project site and any improvements thereon, or the payments due

the Contractor under this agreement. As complete indemnification is intended, all costs and expenses, including reasonable attorney's fees, incurred by the Owner in enforcing this provision shall be reimbursed by the Contractor to the Owner.

9.4 CERTIFICATES FOR PAYMENT: Delete paragraph 9.4.1 and substitute the following:

<u>9.4.1:</u> The Engineer will, in no more than fourteen days after receipt of the Contractor's Application for Payment, either issue/sign a Certificate for Payment, with a copy to the Contractor, for such amount as the Engineer determines is properly due, or notify the Contractor in writing of the Engineer's reasons for withholding certification in whole or in part as provided in Subparagraph 9.5.1.

9.6 PROGRESS PAYMENTS: Add paragraph 9.6.8 as follows:

9.6.8: In accordance with PA Act 200 of 1982, and in accordance with 62 Pa.C.S.A. § 3921, when the contract is 50% completed, one-half of the amount retained by the contracting body shall be returned to the Contractor: Provided, that the Engineer approves the application for payment: And provided further, that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. The sum or sums withheld by the contracting body from the Contractor after the contract is 50% completed shall not exceed 5% of the value of completed work based on monthly progress payment requests, except as otherwise provided in the Act.

9.7 FAILURE OF PAYMENT: Delete paragraph 9.7 and replace with the following:

<u>9.7:</u> If the Engineer does not issue a Certificate for Payment, through no fault of the Contractor, within fourteen days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents the amount certified by the Engineer or awarded by arbitration, then the Contractor may, upon seven additional days' written notice to the Owner, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of the shutdown, delay and start-up, which shall be accomplished as provided in Article 7.

<u>9.8 SUBSTANTIAL COMPLETION:</u> Delete paragraph 9.8.1 and substitute new paragraph as referenced in 8.2.3.5. above.

Add the following subparagraphs to 9.8.2 as follows:

- <u>9.8.2.1:</u> The Contractor shall perform and complete his work according to the contract documents without fault or defect of any kind. In the absence of more specific directives, and insofar as applicable, the work shall comply with provisions contained in Section 017701 Closeout Procedures, Section 1.3. When these conditions of completion exist, Contractor shall proceed with Request for Certification of Substantial Completion as specified in Article 9.
- <u>9.8.2.2:</u> It shall be understood that "Punch List" items and "Maintenance" items are different categories. All items called for in the Contract Documents to be installed, supplied or otherwise incorporated into the work, but which, at the time of completion

are found not to be in compliance with the drawings and specifications, shall be considered punch list items.

9.9 Partial Occupancy or Use: Add paragraph 9.9.4 as follows:

<u>9.9.4:</u> The Owner reserves the right to occupy any portion of the project before it has been entirely completed, with the distinct understanding that such occupancy shall not in any way constitute acceptance of the work or any part thereof, or of any work performed under contract. Such use shall also not constitute substantial completion of any building elements or system except as specifically approved by the Owner and Engineer. Substantial completion of contract or building system or component contained as part of that contract shall not extend substantial completion to any other building system or component within that contract.

9.10 FINAL COMPLETION AND FINAL PAYMENT: Add paragraphs 9.10.6 et seq thru 9.10.8 as follows:

<u>9.10.6</u>: Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Engineer the five (5) items enumerated in 9.10.2 plus the following:

- 9.10.6.1: State and/or Local Certificate of Occupancy
- 9.10.6.2: County and local municipality authority approvals
- <u>9.10.6.3</u>: Supplemental Attachment for Accord Certificate of Insurance-AIA Document G715.
- 9.10.6.4: Affidavit of Payment of Debts and Claims AIA Document G706.
- 9.10.6.5: Affidavit of Release of Liens AIA Document G706A.
- 9.10.6.6: Consent of Surety to Final Payment AIA Document G707.
- 9.10.6.7: Certification of Paid Wages in accordance with Pa Prevailing Wage Act.
- 9.10.6.8: Two Year Maintenance Bond in form as bound herein.
- 9.10.6.9: As-Built drawings.
- 9.10.6.10: Maintenance Manuals, Owner Training and Instructions.
- <u>9.10.6.11:</u> Special written guarantees and warranties in addition to the two-year guarantee covered by Maintenance Bond. Guarantee shall be signed and sealed by Officer of the Contracting Firm and shall be notarized.
- 9.10.6.12: Ninety-five percent (95%) completion certified by the Engineer.
- <u>9.10.7:</u> Upon completion of the punchlist and all that all other required scope of work has been completed in accordance with the Contract Documents, the Contractor shall submit a written request certifying that the project is ready for final inspection by the Engineer and Owner.
- <u>9.10.8:</u> If, upon request of the Contractor for final inspection of the Engineer, the Engineer determines that the work is incomplete or otherwise unacceptable under the Contract Documents due to neglect or laxity on the part of the Contractor, the Engineer shall so notify the Contractor of such deficiencies in the work and shall authorize payment for work fully completed and accepted and approved, retaining an amount equal to 150% of the work remaining to be completed. Thereafter, the Contractor shall reimburse the Engineer all costs

to conduct visits and prepare findings for each subsequent final observation the Engineer shall be called upon to conduct.

<u>ARTICLE 10: PROTECTION OF PERSONS AND PROPERTY:</u> The following shall be considered revisions or additions to Article 10:

10.1: SAFETY PRECAUTIONS AND PROGRAMS: Add paragraphs 10.1.1 and 10.1.2 as follows:

<u>10.1.1:</u> The Owner will not be responsible for providing a safe working place for the Contractors, their Subcontractors or their employees, or any individual responsible to them for the work.

10.1.2: Neither the activities of the Owner, nor the presence of the Owner and his agents at a construction site, shall relieve any Contractor and any other entity of their obligations, duties, and responsibilities. Responsibilities shall include, but are not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. The Owner and his agents have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The Contractor is solely responsible for job site safety, and warrants that this intent shall be made evident in the Owner's agreement with the Contractor. The Owner, the Engineer and Municipality where the work is performed shall be indemnified and shall be made additional insureds under the Contractor's general liability insurance policy.

10.2 SAFETY OF PERSONS AND PROPERTY: Add paragraphs 10.2.9 thru 10.2.12:

<u>10.2.9</u>: The Contractor shall conform to requirements of the Federal Occupational Safety and Health Act, and the Construction Safety Code. The requirements of the State, Local and Association Codes shall apply where they are equal to or more restrictive than the requirements of the Federal Act.

<u>10.2.10</u>: The Contractor shall protect all materials and equipment for which he is responsible, which is stored at the Project Site for incorporation in the work, or which has been incorporated into the work. He shall replace all such materials and equipment which may be lost, stolen or damaged at his expense, whether or not such materials or equipment have been entirely or partially paid for by the Owner.

<u>10.2.11:</u> Contractor shall submit Safety Data Sheets (S.D.S.) to the Owner (if requested) for all material to be used on site and prior to material being brought on site. The Contractor shall maintain Material Safety Data Sheets and make them available for inspection to everyone as required by law.

<u>10.2.12:</u> Contractor shall hold weekly safety meetings to provide for the safeguarding of persons and property. The Contractor shall record minutes of the meetings for the record.

ARTICLE 11: INSURANCE AND BONDS:

The following shall be considered revisions or additions to Article 11 of the AIA Document A201 - 2007:

11.1 Contractor's Liability Insurance:

11.1.1 Modify and Supplement as follows:

1. Modify Article 11.1.1 as follows:

Insert the words: "and to which the Owner has no reasonable objection" after the words "in which the project is located" in the first sentence. Insert the words: "and also name as additional insured the Owner" after the words "as will protect the contractor".

2. Supplement Article 11.1.1 as follows:

The minimum limits of liability shall be as follows or greater where required by law:

Workers Compensation

Coverage A Statutory

Employers Liability-Coverage B \$ 500,000 each accident

\$ 500,000 disease - policy limit \$ 500,000 disease - each employee

Comprehensive General Liability including Premises Liability, Products/Completed Operations Liability, Broad Form Property Damage, Explosion, Collapse and Underground Hazard (XCU) for contractors performing excavating, trenching and backfilling, Owners and Contractor Protective, and Contractual Liability including specific provisions for the contractor's obligations under Article 3.18 Indemnification. Products and Completed Operations insurance shall be maintained for a minimum period for at least two (2) years after either ninety (90) days following substantial completion of the project or final payment. General Liability Aggregate limits to apply on a "per project" basis.

\$1,000,000 per occurrence

\$1,000,000 products/completed operations \$1,000,000 personal/advertising injury

\$2,000,000 general aggregate

Business Automobile Liability \$1,000,000 Combined Single Limit

Coverage to include owned, hired and non-owned vehicles used by contractor and sub-contractors.

Excess/Umbrella Liability \$5,000,000 each occurrence/aggregate

Such coverage shall be excess of the general liability, automobile liability, and employers liability as required by this contract.

11.1.2. Modify as follows:

Delete the second sentence and substitute the following revised sentence:

Coverages must be written on an occurrence basis and shall be maintained without interruption from the date of commencement of the work until the date of final payment and termination of any coverage required to be maintained after final payment and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of work or for such other period for maintenance of completed operations coverage as specified in the contract documents.

11.1.3: Modify as follows:

Delete the first sentence and substitute the following revised sentence: Certificates of Insurance acceptable to the Owner shall be filed with the Owner prior to signing the contract, and thereafter upon renewal or replacement of each required policy of insurance.

Delete the second sentence and substitute the following revised sentence: These certificates and the insurance policies required by Section 11.1 shall contain a provision that coverages afforded under the policies will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the owner by certified mail with return receipt requested.

Add the following:

- 11.1.3.1: The contractor's insurance policies shall be placed with insurance companies holding an A.M. Best Rating of A-/VIII or better.
- 11.1.3.2: The contractor shall require all subcontractors furnishing labor or materials for the project to take out and maintain the same general liability, automobile liability, excess liability and workers compensation insurance as required to be provided by the contractor in accordance with the contract, so as to protect the subcontractor and also name the owner as additional insured.
- 11.1.3.3: The Contractor shall not commence work under this contract until he has obtained, at his expense, all insurance required by this contract and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work in his subcontract until all similar insurance requirements of the Contractor have been obtained by the Subcontractor and approved.
- 11.1.3.4: The following wording or similar language is not permitted on the certificate:
 - 1. "Endeavor to"
 - 2. "But failure to mail such notice shall impose no obligation of liability of any kind upon the company, its agents or representatives."
- 11.1.3.5: A statement must be included in the description section of the Certificate of Insurance indicating that the insurance stated on the certificate is primary to any and all other applicable and collectable insurance coverage.

11.1.4: Modify as follows:

The Owner, Criterion Laboratories, and Buckingham Township shall be named as additional insureds on the above mentioned policies.

11.3: PROPERTY INSURANCE

11.3.1.3: Delete 11.3.1.3 and replace with the following:

Owner's property insurance policies include a deductible clause of up to \$5,000 per claim. Damages less than \$5,000 shall remain the responsibility of the contractor.

Add:

11.3.11: The contractor may carry whatever additional insurance he deems necessary to protect himself against hazards not covered by the owner's property insurance and against loss of owned or rented capital equipment and tools owned by mechanics or any tools, equipment, scaffolding, staging, towers, and forms owned or rented by the contractor, the capital value of which is not included in the cost of the work.

ARTICLE 12.2: UNCOVERING AND CORRECTION OF WORK:

Delete sub-paragraph 12.2.2 and substitute as follows:

12.2.2: If, within two years after the date of Substantial Completion of the Work or designated portion thereof, or after the date for commencement of warranties established under Subparagraph 9.9.1, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This period of two years shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work. This obligation under this Subparagraph 12.2.2 shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

ARTICLE 14: TERMINATION OR SUSPENSION OF THE CONTRACT: The following shall be considered revisions or additions to Article 14:

- 14.2 <u>TERMINATION BY THE OWNER FOR CAUSE:</u> Add subparagraphs 14.2.1.5 thru 14.2.1.9 and delete paragraph 14.2.3 substituting new paragraphs 14.2.3 and 14.2.3.1 as follows:
 - <u>14.2.1.5:</u> If Contractor is adjudged bankrupt or insolvent, subject to the provision of the National Bankruptcy Act and specifically 11 U.S.C., Paragraph 365.
 - <u>14.2.1.6:</u> If Contractor makes a general assignment for the benefit of creditors.
 - <u>14.2.1.7:</u> If a trustee or receiver is appointed for Contractor or for any of Contractor's property.
 - <u>14.2.1.8:</u> If Contractor files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws.
 - <u>14.2.1.9:</u> If Contractor disregards the authority of the Owner.
 - 14.2.3: If Contractor otherwise violates any provisions of the Contract Documents, the Owner may, after giving Contractor and his Surety seven (7) days' written notice, terminate the services of Contractor, exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor (without liability to Contractor for trespass or conversion), incorporate in the Work, all materials and equipment stored elsewhere, and finish the Work as Owner 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 Price exceeds the direct and indirect costs of completing the Work, including compensation for additional professional services, such excess shall be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Owner. Such costs incurred by Owner shall be verified and incorporated in a Change Order, but in finishing the Work, Owner shall not be required to obtain the lowest figure for the Work performed.
 - <u>14.2.3.1:</u> Where Contractor's services have been so terminated by Owner, the termination shall not affect any rights of Owner against Contractor then existing

or which may thereafter accrue. Any retention or payment of moneys due Contractor by Owner will not release Contractor from liability.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE: Add paragraph 14.3.3 as follows:

<u>14.3.3</u>: Should the Owner be prevented or enjoined from proceeding with work or from authorizing its prosecution either before or after its prosecution, by reason of any litigation, labor dispute, etc., the Contractor shall not be entitled to make or assert claim for damage by reason of said delay, but Time for completion of the Work will be extended to such reasonable time as the Owner may determine will compensate for time lost by such delay with such determination to be set forth in writing.

ARTICLE 15: CLAIMS AND DISPUTES: The following shall be considered revisions or additions to Article 15:

- 15.2 <u>INITIAL DECISION</u>: Make the following change to 15.2.1:
 - 15.2.1: The Engineer will be the Initial Decision Maker and will recommend approval or rejection of Claims by written decision, which shall state the reasons there for and which shall, if the Claim is recommended for approval, notify the parties of any change in the Contract Sum or Contract Time or both.
- 15.3 MEDIATION: Delete Article 15.3 and replace with the following:
 - 15.3: All claims, disputes, and other matters in question between the Contractor and the parties to the Contract arising out of, or relating to, the Contract or the breach thereof shall be exclusively litigated in the Court of Common Pleas of Bucks County, Pennsylvania and shall not be subject to arbitration.
- <u>15.4 ARBITRATION</u>: Delete this Article titled "Arbitration" and all references to Arbitration as set forth in A.I.A. Document A201, as this article is hereby deleted from the said document and this agreement.

15.5 OWNER'S ELECTION: Add Article 15.5 as follows:

- <u>15.51</u>: The Owner may elect mediation at any time, regardless of whether judicial proceedings have been commenced, and the Owner's commencement of or participation in such judicial proceedings shall not waive the Owner's right to later elect mediation.
- 15.5.2: The Contractor may not commence any judicial proceedings against the Owner without first offering the Owner the opportunity to initially elect mediation by notifying the Owner, in writing and by certified mail, of the nature of the dispute, the factual basis for its claims, and the amount or other relief claimed. If the Owner does not make its election within thirty days after such notice, the Contractor may proceed to resolve such dispute through judicial proceedings.
- 15.5.3: The Owner shall have the right to elect mediation with the Contractor's Surety under the surety bonds to the same extent and in the same manner as the Owner's right to so elect with the Contractor under Articles 15.3. The Surety shall be bound by the terms of Article

15.3 and 15.5 with respect to any mediation elected by the Owner under the surety bonds and shall assume toward the Owner all of the duties, obligations, and responsibilities which the Contractor assumes toward the Owner under those Articles in the event of such an election.

ARTICLE 16: DISCRIMINATION PROHIBITED

<u>16.1:</u> In accordance with Section 755, Public School Code of Pennsylvania, 1949 as amended, and according to 62 Pa. C.S.A. § 3701, the Contractor agrees that:

- <u>16.1.1:</u> In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- <u>16.1.2:</u> No contractor or sub-contractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color;
- <u>16.1.3:</u> The contract may be canceled or terminated by the school district, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of this portion of the contract.

ARTICLE 17: PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE UNITED STATES:

<u>17.1:</u> In accordance with Act No. 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those steel products produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

<u>17.2:</u> In accordance with Act 161 of 1982, cast iron products shall also be included and produced in the United States. Act 141 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

ARTICLE 18: HIRING CONDITIONS OF EMPLOYMENT:

<u>18.1:</u> The Contractor agrees to abide and bound by the laws of the Commonwealth of Pennsylvania, relating to and regulating the hours and conditions of employment.

ARTICLE 19: HUMAN RELATIONS ACT. NO. 222 AS AMENDED

19.1: The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S., Section 951, et seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

ARTICLE 20: PENNSYLVANIA MINIMUM PREVAILING WAGE RATES:

<u>20.1:</u> Contractor shall comply with the following "Pennsylvania Minimum Prevailing Wage Rate" requirements:

20.2: PENNSYLVANIA MINIMUM PREVAILING WAGE RATES (Act No. 442 of 1961, P.L. 987, Amended by Act 342 of 1963, P.L. 653) This regulation and the general Pennsylvania prevailing minimum wage rates, as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefor in the locality in which public work is performed, are made part of this Specification as herein included.

ARTICLE 21: ACT 153 - BACKGROUND CLEARANCE CHECKS (Formerly ACT 34, ACT 151, ACT 114, ACT 127)

21.1 PENNSYLVANIA CRIMINAL HISTORY RECORD (Formerly Act 34)

21.1.1: Act 153 of 2014 requires all employees of public schools and employees of contractors working in public schools to undergo background checks before employment in areas where such employees could be in contact with students. The fee for running this clearance is \$10. 21.1.2: Each Contractor, his employees, and all Sub-Contractors who, in performing work per these Specifications, and who will be on the Owner's site will be required to have a Pennsylvania Criminal History (Formerly Act 34) clearance and be able to furnish a validated original copy of the Pennsylvania State Police Criminal History Record Information Report. Non-resident workmen will also be required to provide a copy of an FBI fingerprint card. Each Contractor, for himself and for his subcontractors, shall maintain a log of all workmen on the job requiring Pennsylvania Criminal History Clearances. The School District reserves the right to review the contractor's documents required above to determine compliance with this Act. Failure to comply with this requirement shall be deemed a breach of the contract between the District and the Prime Contractor, will result in withholding of payments for wages, and may result in assessment of a civil penalty under the Act. Contractor will be held responsible, as part of these Specifications, for compliance with Act 153 and will further be responsible for the compliance of all subcontractors.

<u>21.1.3</u>: Original Pennsylvania Criminal History clearances must be reviewed by the School District prior to the employee working on-site.

21.2 PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE (Formerly Act 151)

- <u>21.2.1</u>: Contractors shall obtain Pennsylvania Child Abuse History Clearance (Formerly Act 151) statements from the Pennsylvania Department of Public Welfare pursuant to the Act. The fee for running this clearance is \$10.
- <u>21.2.2</u>: All employees on the site must have Pennsylvania Child Abuse History Clearance. The Contractor, for himself and for his subcontractors and their employees, shall maintain a log of all workers on the job requiring those Clearances. The Pennsylvania Child Abuse History Clearance of these workers shall be kept on the job site.
- <u>21.2.3:</u> The School District reserves the right to review the Contractors' documents required above to determine compliance with this Act. Failure to comply with this requirement shall be deemed a breach of the contract between the District and the Prime Contractor, will result in withholding of payments for wages, and may result in assessment of a civil penalty under the Act. Contractor will be held responsible, as part of these Specifications, for compliance with the Act and will further be responsible for the compliance of all subcontractors.
- <u>21.2.4</u>: Original Pennsylvania Child Abuse History clearances must be reviewed by the School District prior to the employee working on-site.

21.3 FBI FEDERAL CRIMINAL HISTORY RECORD (Formerly Act 114)

<u>21.3.1:</u> The Contractor will be required to present an original FBI Criminal Record Check (Formerly Act 114) for each employee working on-site.

- <u>21.3.2:</u> FBI Criminal History Records are obtained by being fingerprinted by Cogent Systems. Contact Cogent Systems (<u>www.pa.cogentid.com</u> or 888-439-2486) to make an appointment. The fingerprinting fee is \$40.
- <u>21.3.3</u>: Applicants will be required to present a photo ID prior to the fingerprinting process. <u>21.3.4</u>: Original FBI Criminal History clearances must be reviewed by the School District prior to the employee working on-site.

21.4 PUBLIC WORKS EMPLOYMENT VERIFICATION ACT (ACT 127 OF 2012)

- <u>21.4.1:</u> The Pennsylvania Public Works Employment Verification Act (Act 127 of 2012) went into effect on January 1, 2013, and has an important effect on public works contracts bid and the responsibilities under the act in regard to contractors and subcontractors who work on public works projects. Additional information on Act 127 can be found at the Pennsylvania Department of general Services website at www.dgs.state.pa.us by clicking "Construction and Public Works" in the left navigation pane, and then on top left pane, click on Act 127 of 2012 "Public Works Employment Verification."
- <u>21.4.2:</u> U.S. law requires companies to employ only individuals who may legally work in the United States either U.S. citizens, or foreign citizens who have the necessary authorization. Employment eligibility of hired employees must comply with the federal government's E-Verify® system. E-Verify is an Internet-based system that allows businesses to determine the eligibility of their employees to work in the United States. The E-Verify system is administered by the U.S. Department of Homeland Security, U.S. Citizenship and Immigration Services (USCIS) and additional information concerning compliance can be found on the internet at: http://www.dhs.gov/e-verify.
- <u>21.4.3:</u> Prior to award of a contract, contractor shall complete the "Commonwealth of Pennsylvania Public Works Employment Verification Form", copy of which is included as "Attachment C". Bidder will not be awarded a contract if he fails to submit a completed Verification form.
- <u>21.4.4:</u> Contractor shall maintain documentation of continued compliance with the Act. During the Construction Phase of the Project, Verification forms will be required to be submitted to the Central Bucks School District from all subcontractors of any level prior to commencing work on the Project. Prime Contractor shall notify all subcontractors of the applicability of the Act. If requested by the Owner, contractor and/or subcontractors shall provide proof of enrollment in the E-Verify program.

21.5: ACT 24 ARREST/CONVICTION REPORT AND CERTIFICATION FORM (NON-ACT 153 REQUIREMENT)

- <u>21.5.1:</u> The Contractor will be required to present an original Arrest/Conviction Report and Certification Form (Act 24) for each employee working on the site. This standardized form has been developed by the Pennsylvania Department of Education pursuant to Act 24 of 2011. Additional information can be found online at:
- http://www.portal.state.pa.us/portal/server.pt/community/background checks %28act 114% 29/7493/act 24 of 2011%2C 24 ps 1-111%2C background checks/601417.
- <u>21.5.2:</u> All employees on site must have Act 24 Clearance. The Contractor from himself and for his subcontractors and their employees, shall maintain a log of all workers on the job requiring Act 24 clearances. The Act 24 forms for these workers shall be kept on the job site.
- <u>21.5.3:</u> The School District reserves the right to review the Contractors' documents required above to determine compliance with the Act. Failure to comply with this requirement shall be deemed a breach of Contract between the District and Prime Contractor, will result in withholding of payments for wages and may result in assessment of a civil penalty under the Act. Contractor will be held responsible, as part of these Specifications, for compliance with Act 24 and will further be responsible for the compliance of all subcontractors.

<u>21.5.4:</u> Original Act 24 Clearances must be reviewed by the School District prior to the employee working on site.

ARTICLE 22: SMOKING REGULATIONS:

<u>22.1:</u> The Board of School Directors of the Central Bucks School District has adopted a <u>NO</u> <u>SMOKING POLICY.</u> Smoking is not permitted on any part of any school property by students, staff, the public, or contractors performing work on any school property. Contractors are to enforce this regulation with all workers on this project, including all sub-contractors and material suppliers. Any worker who violates this regulation may be fined and/or not permitted to work on the project.

ARTICLE 23: LEAD-SAFE PRACTICES

23.1: In accordance with EPA's Renovation, Repair and Painting Program (40 CFR Part 745, Subpart E), Contractors, as a result of the Work, disturbing any painted surface in a child-occupied facility built before 1978 must comply with the Act. Holicong Middle School is not defined as a child-occupied facility and therefore, the requirements of this Act are not applicable for this project.

ARTICLE 24: ASBESTOS:

- <u>24.1:</u> In the event a Contractor by virtue of his work for the District discovers or suspects asbestos, the Contractor must immediately notify the District and perform no further work in connection with the asbestos. If directed by the District to remove the asbestos, the Contractor must take all steps required by all federal, state and local agencies regarding asbestos removal. The asbestos removal operations may be the subject of a change order or a supplemental contract to this Contract, or a separate contract to another Contractor as the District may determine. If a Contractor fails to meet the requirements of the federal, state and local regulations and these regulations related to the discovery, removal, and clean-up, the Contractor shall be subject to immediate termination and the Contractor shall be responsible for all costs and expenses related to the removal and cleanup of the asbestos including consulting Engineer and/or other professional fees.
- <u>24.2:</u> No asbestos-containing materials of any kind shall be used in construction of this project. If requested by the Owner, Contractor shall submit a certification to the Owner at the completion of the project stating that no asbestos-containing materials were used in the construction of this project.
- <u>24.3:</u> Contractor shall comply with all requirements of the Central Bucks School District Asbestos Management Plan, Contractor and/or Vendor as included as Attachment A at the end of the Supplementary Conditions.

ARTICLE 25: PROTECTION OF PERSONS AND PROPERTIES:

- <u>25.1:</u> Contractor is reminded of his responsibility for all requirements of Article 10 of the General Conditions. In accordance with Article 10.2.6, the Contractor shall designate by letter to the Owner, the person in his organization at the site whose duty shall be the prevention of accidents and shall be responsible for safety precautions and programs. The Contractor will be responsible for taking all necessary protective measures and precautions to prevent damage to the site, the building, and its contents. Contractor shall promptly repair or replace any damage without any costs to the Owner and be responsible for any injury.
- <u>25.2:</u> Pneumatic and Powder Actuated Fasteners: The use of pneumatic or powder actuated devices/fasteners shall be used only under strict safety guidelines set up by the Contractor in accordance with all safety codes and regulations. Under no conditions shall these fasteners or devices be used while the building is occupied in the area of the work.

- <u>25.3:</u> During the course of the work, the Owner will continue use of portions of the building and perform other contracted work. The Contractor shall continue to maintain the Owner's access and functional use of the building.
- <u>25.4:</u> Dirt & Dust Protection: During the process of demolition of any existing conditions, or when new construction creates dust and dirt, Contractor shall furnish and maintain suitable equipment and barriers and take precautionary measures to prevent dust and dirt from being transmitted into occupied or finished areas of the building or the buildings mechanical systems.
 - <u>25.4.1:</u> Dustproof Partitions: Contractor shall construct temporary insulated solid dustproof partitions where required to separate areas where unacceptable temperature, noise or extensive dirt or dust operations are performed. Contractor shall maintain dustproof partitions and enclosures as required to prevent the spread of dust or fumes to occupied portions of the building or into mechanical systems that service occupied portions of the building. Partitions shall be equipped with dustproof doors and security locks as required.
 - <u>25.4.2:</u> Pollution Controls: Contractor shall use filtering systems, temporary enclosures, and other suitable methods to limit dust and dirt rising and scattering in air to lowest practical level. Maintain a minimum of 0.1 inches of water, negative pressure from point of enclosure. Contractor shall provide exhaust from a location as remote as possible from unaltered areas. The point of exhaust shall be a minimum of 25 feet from any air intake or building opening in compliance with regulations as established by the environmental protection agency and applicable governmental and local requirements.
- <u>25.5:</u> Protections: Contractor shall provide temporary barricades, including proper ventilation and other forms of protection as required to protect occupants and general public from injury due to construction work.
- <u>25.6:</u> Safe Passage of Others: Contractor shall provide protective measures as required to provide free and safe passage of occupants and general public to and from occupied portions of the building. Maintain exits in a manner that is acceptable to the Local Building Official.
- <u>25.7:</u> Provide weatherproof enclosures for exterior openings resulting from construction work. Enclosures at spaces requiring heating shall be thermally insulated.

ARTICLE 26: SITE ACCESS, DELIVERIES AND STORAGE

- <u>26.1:</u> Parking of all vehicles shall be on surfaces and at locations designated by the Owner. Maintain posted vehicle speeds on school property. Restoration of any lawn surfaces used for parking shall be restored by the respective Contractor to the satisfaction of the Owner at the Contractor's expense.
- <u>26.2:</u> Contractor and subcontractors shall make arrangements for material and equipment deliveries. Under no circumstances will the Owner's representatives or school personnel sign for deliveries or furnish labor to unload delivery trucks.
- <u>26.3:</u> Storage of equipment and materials shall be the responsibility of the Contractor. Contractor shall make provisions for the receipt, unloading, and storage of all construction materials on the site and at location(s) coordinated with the Owner. Exterior storage of materials or equipment shall be in accordance with local codes and ordinances.
- <u>26.4:</u> Installers shall verify clearances of all paths at job site leading to final installation locations, and break down the final product components into component assemblies sized accordingly to negotiate all corners, turns, etc., in the path to its final installation location.

ARTICLE 27: PROJECT SCHEDULE AND COORDINATION:

<u>27.1:</u> The work of this project must be phased and coordinated with the Owner. See Article 3.10 Contractor's construction Schedule.

- <u>27.2:</u> See also Article 8: Time, include herein, for additional information on project commencement and completion dates and corresponding liquidated damages requirements.
- <u>27.3:</u> Contractor shall minimize disruption to activities on site. Work shall be confined to the specific, limited project work areas. The procedures herein established and the schedule of work developed shall be strictly adhered to.
- 27.4: Hours of Work and Building Access:
 - <u>27.4.1:</u> Contractors will have access to the work areas as noted in Article 3.13.3 and subject to 28.4.3 below.
 - <u>27.4.2:</u> If for any reason, work under this contract is not substantially complete by the project completion date, then days and hours of work will be as stipulated by the Owner, at no additional cost to the Owner.
 - <u>27.4.3:</u> During the course of the work, the Owner will continue use of the site. Work shall be coordinated with the Owner to permit continued functional use of the site and building.

ARTICLE 28: PREVENTION OF ENVIRONMENTAL POLLUTION:

28.1: Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provisions of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, attached to the specifications is a Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). See Attachment E. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said Notice. Where any identified environmental statute, rule and/or regulation, has been revised, amended, supplemented, repealed and/or supplanted, Contractor shall comply with such statue, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation in the Attachment E shall not relieve Contractor of its obligation to comply with same.

END OF SECTION 00 73 00

Attachment A:

Central Bucks School District
District Asbestos Abatement Management Plan

Dear Contractor and/or Vendor:

The Federal Government has passed legislation (AHERA 40 CFR 763) that requires all public schools be inspected for the presence of asbestos containing materials. The inspection must identify the asbestos containing materials as to type, condition, location and accessibility.

This inspection becomes an essential part of each school district's Asbestos Management Plan which is forwarded to the State Department of Education for examination and approval. The Asbestos Management Plan outlines in detail the location of the asbestos and the approved guidelines for dealing with it on an operational and maintenance basis.

No work, contracted or otherwise, is to be performed in the Central Bucks School District without the contractor and/or worker reviewing the school district's management plan for the building and/or area in which the work is to occur.

Copies of each building's management plan are on file in each building administrator's office and the complete district's management plan is on file in the Facilities Office. It is the responsibility of the contractor, subcontractor and/or worker to carefully review these plans as they relate to areas in which work is to be performed. No asbestos containing materials are to be disturbed without written authorization from the School District and must be done in full compliance with Federal and State Regulations.

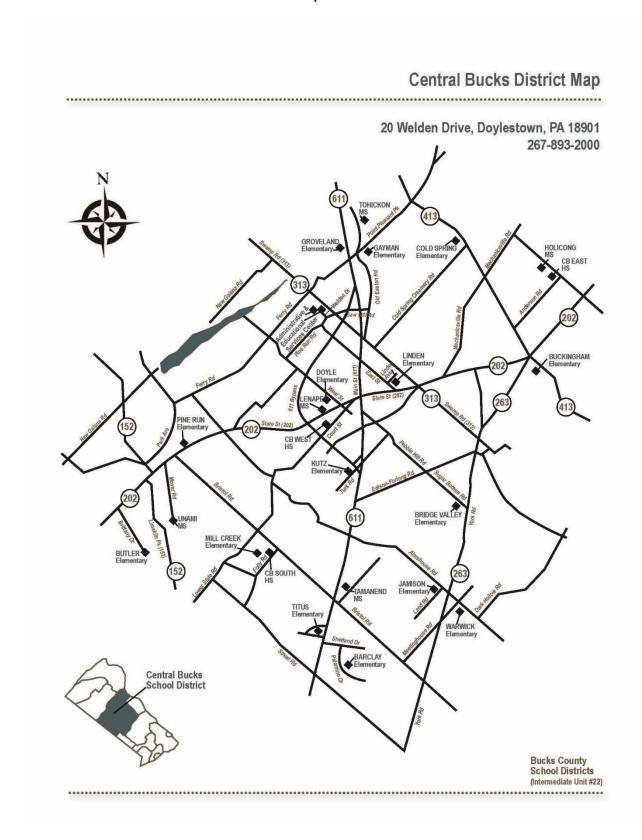
Review of the School District's Asbestos Management Plan can be arranged by contacting the Facilities Office at (267) 893-4038.

Thank you for your cooperation

Sincerely,

Michael Nickerson CBSD Designated Person

Attachment B: Central Bucks School District Map



ATTACHMENT C:



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

		Date	
Business or Organization Name (Employer			
Address			
City	State	Zip Code	
Contractor Subcontractor (check	k one)		
Contracting Public Body			
Contract/Project No			
Project Description			
Project Location			
As a contractor/subcontractor for the about of the above date, our company is in company in the federal company 1, 2013 are authorized to work in the second of the employment eligibility of each industry the employme	npliance with the P eral E-Verify Progr the best of my/or the United States. Is contractors/subconew hire within five ic works contract. Inaintained in the extended representative form is true and contract contract.	Public Works Employment Verification (EVP) operated by the United our knowledge, all employees hire contractors will utilize the federal leve (5) business days of the employed Documentation confirming the use event of an investigation or audit.	States d post EVP to e start of the nat the nission
		And the state of t	
		Authorized Representative Sig	nature

CENTRAL BUCKS SCHOOL DISTRICT FLOORING REPLACEMENT

Attachment D: PREVAILING MINIMUM WAGE PREDETERMINATION

The Schedule of Minimum Wages as determined by the Department of Labor and Industry, Commonwealth of Pennsylvania, is hereby made a part of this specification. A copy of this form is inserted in each copy of these documents along with Labor and Industry form LIPW-128. The Project is subject to the Pennsylvania Prevailing Wage Act approved August 15, 1961. (Act 442) as amended. The pages titled "Duties of Awarding Agencies Under Pennsylvania Prevailing Wage Act" (LIPW-1) are issued following this page. These duties include requirements of both the awarding agency (Owner), the Contractor and Subcontractors. It is understood that the Owner will comply with its required duties. The Contractor and Subcontractors shall comply with all duties and instructions required of them. All items mentioned as "contract requirements" in the document are hereby made a part of the contract to the same extent as if included in the Owner-Contractor Agreement. See also "Intent to Comply" statement in the Proposal Form.

"Weekly Payroll Certification for Public Works Projects" (Form LIPW-128). All Contractors and Subcontractors shall complete this form for each week worked on this project. The first and last weeks certification shall be fully completed and notarized as indicated. Each Weekly Payroll Certification Form shall be forwarded to the Owner for inclusion in the Owner's records. Payroll Certification Forms covering work periods included in an application for payment shall be submitted before or with the respective Application for Payment. Failure to submit forms as noted may result in withholding processing of payment application until correct and complete forms are received.

Pennsylvania Prevailing Wage Rate Requirements:

- A. The general provisions of the Pennsylvania Prevailing Wage Act, approved August 15, 1961, as amended are applicable to this project.
- B. Prevailing Wage Determination is incorporated into and made a part of the contract.
 - The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary which must be paid to the workmen employed in the performance of the contract. The contract shall specifically provide that the Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
 - 2. The Contract shall contain the stipulation that such workmen shall be paid pay no less than such general prevailing wage rates and such other provisions to assure payment thereof as hereto set forth in this section.
 - 3. The contract provisions shall apply to all work performed on the contract by the Contractor and to all work performed on the contract by all subcontractors.
 - 4. The Contractor shall insert in each of his subcontractors all of the stipulations contained in these required provisions and such other stipulations as may be required.
 - 5. The contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set fort h in Section 7 of these Regulations shall be followed.

CENTRAL BUCKS SCHOOL DISTRICT FLOORING REPLACEMENT

- 6. The contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contract, subcontractor and workmen, not less than once a week without deductions or rebate, on any account, either directly or indirectly, except authorized deductions, the fun amount due at the time of payment. Computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or these Regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to the workmen on public work.
- 7. The contract shall provide that the Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
 - a. Name of project.
 - b. Name of public body of which it is constructed.
 - c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - e. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever, they may file a protest with the Secretary of Labor and Industry. Any workmen paid less than the rate specified in the contract shall have a civil right of action the difference between the wage paid and wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.
- 8. The contract shall provide that the Contractor and all subcontractors, shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two (2) years from the date of payment and shall open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representative.
- 9. The contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulation issued pursuant thereto shall be employed on the public work project. Any workmen using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and/or classification.
- 10. Wages shall be paid without any deductions except authorized deductions. Employers not party to a contract requiring contributions for employee benefits which the Secretary

CENTRAL BUCKS SCHOOL DISTRICT FLOORING REPLACEMENT

- has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workman.
- 11. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.
- 12. The contract shall also provide that each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of any wages remain unpaid to the amount of wages and owing to each workman respectively.
- 13. The provision of the Act and these Regulations shall be incorporated by reference in the contract.

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Flooring Replacement
Central Bucks School District
4/25/2017
17-01807
Building
3/9/2017
Philadelphia
(215)560-1858
Bucks County

Commonwealth of Pennsylvania Report Date: 3/9/2017

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 17-01807 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2016		\$46.25	\$32.89	\$79.14
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2016		\$27.52	\$18.22	\$45.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	1/1/2017		\$44.26	\$33.36	\$77.62
Boilermakers	1/1/2016		\$42.26	\$33.36	\$75.62
Bricklayer	5/1/2018		\$43.73	\$26.78	\$70.51
Bricklayer	5/1/2019		\$46.48	\$26.78	\$73.26
Bricklayer	5/1/2016		\$38.48	\$26.78	\$65.26
Bricklayer	5/1/2017		\$40.98	\$26.78	\$67.76
Carpenter - Chief of Party (Surveying & Layout)	5/1/2017		\$46.11	\$26.54	\$72.65
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		\$44.56	\$26.54	\$71.10
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$38.75	\$26.54	\$65.29
Carpenter - Instrument Person (Surveying & Layout)	5/1/2017		\$40.10	\$26.54	\$66.64
Carpenter - Rodman (Surveying & Layout)	5/1/2017		\$20.05	\$19.26	\$39.31
Carpenter - Rodman (Surveying & Layout)	5/1/2016		\$19.38	\$19.26	\$38.64
Carpenters	5/1/2017		\$40.85	\$25.79	\$66.64
Carpenters	5/1/2016		\$39.50	\$25.79	\$65.29
Cement Masons	5/1/2016		\$35.15	\$31.21	\$66.36
Cement Masons	5/1/2017		\$37.00	\$31.21	\$68.21
DockBuilder/Pile Drivers Divers (Building Heavy & Highway)	5/1/2016		\$43.45	\$31.82	\$75.27
Drapery Installers	5/1/2009		\$31.09	\$21.34	\$52.43
Drywall Finisher	5/1/2016		\$36.48	\$26.38	\$62.86
Electric Lineman	5/30/2016		\$54.56	\$22.61	\$77.17
Electricians & Telecommunications Installation Technician	6/1/2017		\$41.61	\$16.38	\$57.99
Electricians & Telecommunications Installation Technician	12/1/2016		\$39.81	\$17.48	\$57.29
Electricians & Telecommunications Installation Technician	6/1/2017		\$41.61	\$16.38	\$57.99
Electricians & Telecommunications Installation Technician	12/1/2017		\$42.31	\$16.38	\$58.69
Electricians & Telecommunications Installation Technician	12/1/2017		\$42.31	\$16.38	\$58.69
Elevator Constructor	1/1/2016		\$52.79	\$30.29	\$83.08
Floor Layer	5/1/2016		\$41.86	\$27.06	\$68.92
Floor Layer	5/1/2017		\$43.26	\$27.06	\$70.32
Glazier	5/1/2016		\$41.28	\$29.92	\$71.20
Glazier	5/1/2017		\$42.18	\$30.92	\$73.10
Iron Workers	7/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers	1/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers	7/1/2016		\$46.54	\$32.29	\$78.83

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 17-01807 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2016		\$44.55	\$32.38	\$76.93
Iron Workers - Reinforcing Steel Mesh - Rebar	1/1/2017		\$44.55	\$32.55	\$77.10
Iron Workers - Reinforcing Steel Mesh - Rebar	7/1/2018		\$44.55	\$35.20	\$79.75
Laborers (Class 01 - See notes)	5/1/2016		\$27.60	\$24.95	\$52.5
Laborers (Class 02 - See notes)	5/1/2016		\$29.30	\$25.35	\$54.6
Laborers (Class 03 - See notes)	5/1/2016		\$27.87	\$24.95	\$52.82
Laborers (Class 05 - See notes)	5/1/2015		\$26.90	\$24.85	\$51.7
Landscape Laborer	4/1/2016		\$21.61	\$22.83	\$44.44
Marble Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Marble Finisher	5/1/2016		\$33.55	\$24.17	\$57.72
Marble Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Marble Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Marble Mason	5/1/2018		\$43.11	\$26.99	\$70.10
Marble Mason	5/1/2019		\$45.86	\$26.99	\$72.8
Marble Mason	5/1/2016		\$37.86	\$26.99	\$64.8
Marble Mason	5/1/2017		\$40.36	\$26.99	\$67.3
Millwright	7/1/2016		\$39.91	\$31.19	\$71.10
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2016		\$44.09	\$27.07	\$71.16
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2016		\$47.10	\$27.95	\$75.0
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2016		\$43.84	\$27.00	\$70.84
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2016		\$46.84	\$27.89	\$74.73
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2016		\$39.76	\$25.79	\$65.5
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2016		\$39.46	\$25.70	\$65.10
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2016		\$37.74	\$25.19	\$62.93
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2016		\$36.75	\$24.90	\$61.6
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2016		\$52.91	\$31.45	\$84.36
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2016		\$52.61	\$31.37	\$83.98
Painters Class 1 (see notes)	5/1/2016		\$36.80	\$25.48	\$62.28
Painters Class 2 (see notes)	5/1/2016		\$52.10	\$25.41	\$77.5°
Painters Class 2 (see notes)	2/1/2016		\$52.10	\$25.41	\$77.5°
Painters Class 3 (see notes)	5/1/2016		\$37.18	\$25.48	\$62.6
Painters Class 3 (see notes)	5/1/2015		\$36.41	\$24.50	\$60.9
Plasterers	5/1/2016		\$36.92	\$28.33	\$65.2
Plasterers	5/1/2017		\$36.92	\$29.33	\$66.2
Plumbers	5/1/2016		\$49.23	\$31.76	\$80.9
Pointers, Caulkers, Cleaners	5/1/2016		\$39.76	\$25.69	\$65.4
Pointers, Caulkers, Cleaners	5/1/2017		\$42.26	\$25.69	\$67.9
Pointers, Caulkers, Cleaners	5/1/2018		\$45.01	\$25.69	\$70.7

Commonwealth of Pennsylvania Report Date: 3/9/2017

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 17-01807 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Pointers, Caulkers, Cleaners	5/1/2019		\$47.76	\$25.69	\$73.45
Roofers (Composition)	5/1/2016		\$35.15	\$29.19	\$64.34
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Sheet Metal Workers	11/1/2016		\$45.32	\$37.36	\$82.68
Sign Makers and Hangars	5/20/2011		\$23.70	\$17.69	\$41.39
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2016		\$36.05	\$21.02	\$57.07
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Steamfitters	5/1/2016		\$52.83	\$31.49	\$84.32
Steamfitters	5/1/2015		\$48.53	\$30.08	\$78.61
Stone Masons	5/1/2019		\$45.86	\$26.99	\$72.85
Stone Masons	5/1/2016		\$37.86	\$26.99	\$64.85
Stone Masons	5/1/2018		\$43.11	\$26.99	\$70.10
Stone Masons	5/1/2017		\$40.36	\$26.99	\$67.35
Terrazzo Finisher	5/1/2019		\$43.61	\$22.73	\$66.34
Terrazzo Finisher	5/1/2016		\$37.06	\$22.73	\$59.79
Terrazzo Finisher	5/1/2018		\$41.31	\$22.73	\$64.04
Terrazzo Finisher	5/1/2017		\$39.06	\$22.73	\$61.79
Terrazzo Grinder	5/1/2019		\$43.98	\$22.73	\$66.71
Terrazzo Grinder	5/1/2017		\$39.33	\$22.73	\$62.06
Terrazzo Grinder	5/1/2016		\$37.33	\$22.73	\$60.06
Terrazzo Grinder	5/1/2018		\$41.58	\$22.73	\$64.31
Terrazzo Mechanics	5/1/2017		\$43.71	\$24.81	\$68.52
Terrazzo Mechanics	5/1/2016		\$41.21	\$24.81	\$66.02
Terrazzo Mechanics	5/1/2018		\$46.46	\$24.81	\$71.27
Terrazzo Mechanics	5/1/2019		\$49.21	\$24.81	\$74.02
Tile Finisher	5/1/2017		\$35.55	\$24.17	\$59.72
Tile Finisher	5/1/2019		\$39.75	\$24.17	\$63.92
Tile Finisher	5/1/2018		\$37.55	\$24.17	\$61.72
Tile Finisher	5/1/2016		\$33.55	\$24.17	\$57.72
Tile Setter	5/1/2017		\$43.71	\$24.81	\$68.52
Tile Setter	5/1/2016		\$41.21	\$24.81	\$66.02
Tile Setter	5/1/2019		\$49.21	\$24.81	\$74.02
Tile Setter	5/1/2018		\$46.46	\$24.81	\$71.27
Truckdriver class 1(see notes)	5/1/2016		\$29.85	\$17.14	\$46.99
Truckdriver class 2 (see notes)	5/1/2016		\$29.95	\$17.14	\$47.09
Truckdriver class 3 (see notes)	5/1/2016		\$30.20	\$17.14	\$47.34

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 17-01807 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2016		\$51.92	\$26.64	\$78.56
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$43.66	\$26.64	\$70.30
Carpenter - Rodman (Surveying & Layout)	5/1/2016		\$36.38	\$21.06	\$57.44
Carpenters	5/1/2016		\$43.66	\$26.64	\$70.30
Cement Masons	5/1/2016		\$33.35	\$30.96	\$64.31
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2016		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	1/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$46.20	\$31.26	\$77.46
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$46.20	\$31.26	\$77.46
Laborers (Class 01 - See notes)	5/1/2016		\$28.35	\$25.65	\$54.00
Laborers (Class 02 - See notes)	5/1/2016		\$28.55	\$25.65	\$54.20
Laborers (Class 03 - See notes)	5/1/2016		\$28.55	\$25.65	\$54.20
Laborers (Class 04 - See notes)	5/1/2016		\$23.15	\$25.65	\$48.80
Laborers (Class 05 - See notes)	5/1/2016		\$29.20	\$25.65	\$54.85
Laborers (Class 06 - See notes)	5/1/2016		\$29.25	\$25.65	\$54.90
Laborers (Class 07 - See notes)	5/1/2016		\$29.10	\$25.65	\$54.75
Laborers (Class 08 - See notes)	5/1/2016		\$28.85	\$25.65	\$54.50
Laborers (Class 09 - See notes)	5/1/2016		\$28.70	\$25.65	\$54.35
Laborers (Class 10- See notes)	5/1/2016		\$28.85	\$25.65	\$54.50
Laborers (Class 11 -See Notes)	5/1/2016		\$28.75	\$25.65	\$54.40
Laborers (Class 12 -See Notes)	5/1/2016		\$30.45	\$25.65	\$56.10
Laborers (Class 13 -See Notes)	5/1/2016		\$32.48	\$25.65	\$58.13
Laborers (Class 14 -See Notes)	5/1/2016		\$28.50	\$25.65	\$54.15
Laborers Utility (PGW ONLY)	5/1/2015		\$24.19	\$16.78	\$40.97
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2015		\$19.42	\$16.78	\$36.20
Landscape Laborer	5/1/2016		\$21.19	\$22.65	\$43.84
Painters (Bridges, Stacks, Towers)	2/1/2016		\$52.10	\$25.41	\$77.51
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2016		\$50.19	\$31.18	\$81.37
Truckdriver class 1(see notes)	5/1/2016		\$29.70	\$17.14	\$46.84
Truckdriver class 2 (see notes)	5/1/2016		\$29.80	\$17.14	\$46.94
Truckdriver class 3 (see notes)	5/1/2016		\$30.05	\$17.14	\$47.19

SECTION 09 65 00 - RESILIENT FLOORING

PART 1 - GENERAL

RELATED DOCUMENTS:

1. Drawings and general provisions of Contract, including General conditions and Division 1 Specifications sections, apply to work of this section.

SUMMARY:

- 2. <u>Description:</u> Extent of resilient flooring and accessories is listed below and shown on drawings and in schedules. Resilient flooring is identified as "vinyl tile" or VCT on the drawings.
- Vinyl bases are specified in Section 09 65 13 "Resilient Wall Base and Accessories".

QUALITY ASSURANCE:

 Manufacturer: Provide each type of resilient flooring and accessories as produced by a single manufacturer, including recommended primers, adhesives, sealants, and leveling compounds.

SUBMITTALS:

- 5. <u>Product Data:</u> Submit manufacturer's technical data for each type of resilient flooring and accessory.
- 6. <u>Samples for Selection Purposes:</u> Submit manufacturer's standard color samples in form of actual sections of resilient flooring, including accessories, showing full range of colors and patterns available, for each type of resilient flooring required.
- 7. <u>Maintenance Instructions:</u> Submit 2 copies of manufacturer's recommended maintenance practices for each type of resilient flooring and accessory required.

PROJECT CONDITIONS:

- 8. Maintain minimum temperature of 65°F (18°C) in spaces to receive resilient flooring for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. Store resilient flooring materials in spaces where they will be installed for at least 48 hours before beginning installation. Subsequently, maintain minimum temperature of 55°F (13°C) in areas where work is completed.
- 9. Do not install resilient flooring over concrete slabs until the latter have been patched and are sufficiently dry to achieve bond with adhesive as determined by manufacturer's recommended bond and moisture test.

PART 2 - PRODUCTS

ACCEPTABLE MANUFACTURER'S

- 10. <u>Available Manufacturers:</u> Subject to compliance with substitution requirements, manufacturers offering products which may be incorporated in the work include, but are not limited, to the following:
 - a. Manufacturers of Vinyl Composition Tile:
 - 1) Armstrong World Industries, Inc., Excelon Imperial Series
 - 2) Mannington Commercial, Essentials
 - b. Manufacturers of Sheet Vinyl:
 - 1) Mannington Commercial, Assurance II

RESILIENT TILE FLOORING COLORS

11. Provide color or if not otherwise indicated, as selected by Owner from manufacturer's standard colors in either of the hereinafter specified patterns and series

TILE FLOORING:

- 12. <u>Vinyl Composition Tile:</u> FS SS-T-312, Type IV; 12" x 12" unless otherwise indicated.
 - a. Composition 1 asbestos-free
 - b. Gage: 1/8"
 - c. Comply with ASTM F-1066, Composition I, Class 2 with through pattern in which the pattern is distributed throughout the thickness of the tile.
 - d. All materials from manufacturer's same dye lot or production run.

SHEETING FLOORING:

13. Vinyl Sheeting:

a. V	Near Layer:	Quantum Guard HP Urethane Aluminum Oxide
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Topcoat Cured by UV Process

b.	Overall Thickness:	0.080 in
c.	Wearlayer Thickness:	0.080 in
d.	Size:	6 feet
e.	Static Load:	750 psi
f.	Weight Per Sq. Yard:	6.5 lbs/yard2
g.	ASTM F-1913:	Exceeds
h.	HUD/FHA Requirements:	Exceeds
i.		

j. Flooring Radiant Panel Test (ASTM-E-648): >/= 0.45 watts/cm2, Passes (Class I)

k. NBS Smoke Chamber Test (ASTM-E-662): <450 – passes

I. Static Coefficient of Friction: Meets ADA Guidelinesm. Warranties: Limited 5-year Commercial

Warranty/Limited 5-year Quantum Guard HP Wear Warranty

ACCESSORIES

- 14. Resilient Edge Strips: 1/8" thick, homogenous vinyl or rubber composition, tapered edge, color as selected by owner from standard colors available; not less than 1" wide.
 - a. Provide uniform slope between two adjoining finished floor levels.
- 15. <u>Adhesives (Cements):</u> Waterproof, stabilized type as recommended by flooring manufacturer to suit material and substrate conditions. Low volatile adhesives are required.
- 16. <u>Concrete Slab Primer:</u> Non-staining type as recommended by flooring manufacturer.
- 17. <u>Leveling and Patching Compound:</u> Latex types as recommended by flooring manufacturer and compatible with existing floor surface and new adhesive.

PART 3 - EXECUTION

INSPECTION:

- 18. Installer to inspect subfloor surfaces to determine that they are satisfactory. A satisfactory subfloor surface is defined as one that is smooth and free from cracks, holes, ridges, coatings preventing adhesive bond, and other defects impairing performance or appearance.
- 19. Perform bond and moisture tests on concrete subfloors to determine if surfaces are sufficiently cured and dry as well as to ascertain presence of curing compounds.
- 20. Do not allow resilient flooring work to proceed until subfloor surfaces are satisfactory. Application of materials will be considered an acceptance of the subfloor surfaces.

PREPARATION

- 21. Prepare subfloor surfaces as follows:
 - a. Use leveling and patching compounds as recommended by resilient flooring manufacturer for filling small cracks, holes and depressions in subfloors. Skim coat the entire surface to eliminate telegraphing prior to application of adhesive for the floor surfaces.

- b. Remove coatings from subfloor surfaces that would prevent adhesive bond, including curing compounds incompatible with resilient flooring adhesives, paint, oils, waxes and sealers.
- 22. Broom clean or vacuum surfaces to be covered, and inspect subfloor.
- 23. Apply concrete slab primer, if recommended by flooring manufacturer, prior to application of adhesive. Apply in compliance with manufacturer's directions.

INSTALLATION GENERAL:

- 24. Install resilient flooring using method indicated in strict compliance with manufacturer's printed instructions to maintain Manufacture's Warranty. Extend flooring into toe spaces, door reveals, and into closets and similar openings.
- 25. Scribe, cut, and fit resilient flooring to permanent fixtures, built-in furniture and cabinets, pipes, outlets and permanent columns, walls and partitions.
- 26. Maintain reference markers, holes, or openings that are in place or plainly marked for future cuttings by repeating on finish flooring as marked on subfloor. Use chalk or other non-permanent marking device.
- 27. Tightly cement resilient flooring to sub-base without open cracks, voids, raising and puckering at joints, telegraphing of adhesive spreader marks, or other surface imperfections. Hand roll resilient flooring at completion of each covered area to assure adhesion.

INSTALLATION OF TILE FLOORS:

- 28. Lay tile from center marks established with principal walls, discounting minor offsets, so that tile at opposite edges of hallways or rooms are of equal width. Adjust as necessary to avoid use of cut widths less than ½ tile at edge perimeters. Lay the tile square to room axis, unless otherwise shown.
- 29. Match tiles for color and pattern by using tile from cartons in same sequence as manufactured and packaged if so numbered. Cut tile neatly around all fixtures. Broken, cracked, chipped, or deformed tiles are not acceptable.
 - a. Lay tile in quarter-turn fashion.
- 30. Adhere tile flooring to substrates using full spread of adhesive applied in compliance with flooring manufacturer's directions. Roll floors as recommended by the manufacturer.

INSTALLATION OF SHEET FLOORS:

- 31. Handling Procedures: It is imperative to maintain the material, adhesive, and job site at a minimum temperature of 65°F and a maximum temperature of 85°F for 48 hours before, during, and after the installation. If the material has been stored at colder temperatures, it will need to be unrolled and allowed to relax overnight before proceeding with the installation.
- 32. Patching and Leveling Compounds: Use of latex / Portland cement trowelable underlayments or self-leveling cementitious products for repairing or leveling concrete subfloors. Sand and fill approved underlayment panel joints using a latex / Portland cement compound. Do not use gypsum or mineral based patching compounds in commercial applications under any circumstances.

33. Cutting and Fitting

- a. If the job site is complex and requires a precise fit, use pattern-scribing techniques.
- b. The material may also be fit using direct scribing techniques.
- c. Once the material has been fit, it is necessary to tube or lap back half of the sheet to expose the underfloor for adhesive application.
- d. Take care when folding the material back. Always fold the material in a wide radius to avoid sharp kinks and creases, which may cause breaks in the product

34. Applying Adhesive

- a. Fully adhere Mannington Commercial resilient sheet flooring to an approved underfloor.
- b. After you have trimmed the material to fit the room, tube or lap it back to expose the underfloor. Apply adhesive with the recommended notched trowels found in the adhesive label.
- c. Spread adhesive over 100% of the exposed subfloor, leaving no gaps or puddles.
- d. Maintain uniform coverage by keeping the trowel clean and properly notched.
- e. In most cases it is advisable to give the adhesive sufficient open time. Open time allows the moisture to flash off the adhesive, permitting the adhesive to develop more body and immediate tack. Open time is always determined by subfloor porosity and atmospheric conditions. Be certain to provide ample open time on non-porous subfloors and at seam lines.
- f. After the adhesive has begun to tack-up, roll the sheet forward into the adhesive to avoid trapping air. Do not drop or flop the material into the adhesive. Roll the floor covering with a three-section, 100 lb (or heavier) floor roller in both directions.
- g. After the first half of the sheet has been adhered and rolled, fold back the second half and repeat the procedure
- 35. Cutting Seams: Use Recess Scribing Method, where necessary
- 36. Sealing Seams

- a. To utilize a chemical seam sealing method for Mannington Assurance II, the flooring must be installed full spread using appropriate adhesive. Use V-95 centered at the seam location in a 4-6" wide band.
- b. After installing the flooring, apply a narrow bead of MLG-33 seam sealer using the applicator with the fin up.
- c. Do not insert the fin into the seam.
- d. Be sure that the sealer is in contact with both sides of the flooring.
- e. Leave this bead of sealer on top of the flooring.
- f. Do not wipe the seam.
- g. Allow 24 hours for the sealer to set up before allowing foot traffic or moving furniture/appliances across seamed area.

INSTALLATION OF ACCESSORIES:

37. Place resilient edge strips tightly butted to flooring and secure with adhesive. Install edging strips at edges of flooring which would otherwise by exposed, where level transition is required or where transitioning between different materials.

EXTRA STOCK:

38. Deliver stock of maintenance materials to Owner, one full box minimum (VCT). Furnish maintenance materials from same manufactured lot as materials installed and enclosed in protective packaging with appropriate identifying labels.

LOCATIONS:

- 39. Bridge Valley Elementary School, Rooms 117 and 226
 - 1. Contractor shall remove and dispose of existing carpet and accessories and replace with new VCT and accessories. CBSD will provide color selections after award (both areas will use the same color choice).
- 40. Tohickon Middle, Room 407
 - 1. Contractor shall remove and dispose of existing VCT and accessories and replace with new VCT and accessories. CBSD will provide color selections after award.
- 41. Cold Spring Elementary School, Nurses Office and Elevator car
 - 1. *Nurses Office* Contractor shall remove and dispose of existing VCT and accessories and replace with new VCT and accessories. CBSD will provide color selection after award.
 - 2. *Elevator Car* Contractor shall remove and dispose of existing VCT and accessories and replace with new sheet vinyl. CBSD will provide color selection after award.
- 42. Doyle Elementary School Office Work Room

1. Office Work Room – Contractor shall remove and dispose of existing carpet and accessories, skim entire floor surface, and replace with new VCT and accessories. CBSD will provide color selections after award. CBSD will remove movable furniture out of the space.

END of SECTION 09 65 00

SECTION 09 65 13 - RESILIENT WALL BASE AND ACCESSORIES

PART 1 - GENERAL

RELATED DOCUMENTS

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

SUMMARY

- 2. This Section includes the following:
 - a. Resilient wall base.
 - b. Resilient stair accessories.
- 3. <u>Related Sections:</u> The following Sections contain requirements that relate to this Section:
 - a. Section 09 65 00 Resilient Flooring
 - b. Section 09 68 00 Carpeting

SUBMITTALS

- 4. <u>General:</u> Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
- 5. Product data for each type of product specified.
- Samples for color selection purposes of manufacturer's standard sample sets in form of
 pieces cut from each type of product specified showing full range of colors and patterns
 available.

QUALITY ASSURANCE

7. <u>Single-Source Responsibility for Products:</u> Obtain each type and color of product specified from a single source with resources to provide products of consistent quality in appearance and physical properties without delaying progress of the Work.

DELIVERY, STORAGE, AND HANDLING

- 8. Deliver products to Project site in original manufacturer's unopened cartons and containers, each bearing names of product and manufacturer, Project identification, and shipping and handling instructions.
- 9. Store products in dry spaces protected from the weather with ambient temperatures maintained between 50°F (10°C) and 90°F (32°C).

10. Move products into spaces where they will be installed at least 48 hours in advance of installation.

PROJECT CONDITIONS

- 11. Maintain a minimum temperature of 65°F (19°C) in spaces to receive products specified in this Section for at least 48 hours prior to installation, during installation, and for not less than 48 hours after installation. After this period, maintain a temperature of not less than 55°F (13°C).
- 12. Do not install products until they are at the same temperature as that of the space where they are to be installed.
- 13. Close spaces to traffic during installation of products specified in this Section.

EXTRA MATERIALS

- 14. Deliver extra materials to Owner. Furnish extra materials matching products installed as described below, packaged with protective covering for storage, and identified with labels clearly describing contents.
 - a. Furnish not less than 12 linear feet for each 500 linear feet or fraction thereof of each resilient wall base installed.
 - b. Furnish unused material of stair tread stock.

PART 2 - PRODUCTS

MANUFACTURERS

- 15. <u>Available Base Manufacturers:</u> Subject to compliance with all substitution requirements, manufacturer's offering products that may be incorporated in the Work include, but are not limited to, the following:
 - a. Roppe Corporation, or equivalent
- 16. <u>Available Stair Accessories Manufacturers:</u> Subject to compliance with all substitution requirements, manufacturer's offering products that may be incorporated in the Work include, but are not limited to, the following:
 - a. Roppe Corporation, or equivalent
- 17. <u>Products:</u> Subject to compliance with requirements, provide one of the products specified in the Product Data Sheet at end of this Section and as hereinafter specified.
- 18. RESILIENT WALL BASE

- a. Vinyl Wall Base: Products complying with FS SS-W-40. Type II.
- b. Style: Cove with top-set toe.
- c. Minimum Thickness: .125 inch.
- d. Height: 4 inches.
- e. Lengths: Cut lengths minimum 4 feet long, or coils in lengths standard with manufacturer but not less than 96 feet.
- f. Exterior Corners: Premolded.
- g. Interior Corners: Job-formed only.
- h. Surface Characteristics: Smooth.
- i. Color: As selected by Owner from manufacturer's full range of colors produced for vinyl wall base complying with requirements indicated.

19. RESILIENT STAIR ACCESSORIES

- a. Resilient Stair Nosing: Conforming to ASTM E84, E648, and E662.
- b. Nosing Style: Double flange carpet.
- c. Nosing Height/Width: 1 ½ to 2 inches.
- d. Thickness: 1/4 inch.
- e. Lengths: 9 feet
- f. Colors and Patterns: As selected by Owner from manufacturer's full range of colors produced for rubber stair treads complying with requirements indicated.

INSTALLATION ACCESSORIES

- 20. <u>Primer:</u> Nonstaining type as recommended by flooring manufacturer.
- 21. <u>Adhesives:</u> Water-resistant type recommended by manufacturer to suit resilient flooring product and substrate conditions indicated. Low emitting, less volatile adhesive required.

PART 3 - EXECUTION

EXAMINATION

22. Examine areas where installation of products specified in this Section will occur, with installer present, to verify that substrates and conditions are satisfactory for installation and comply with manufacturer's requirements and those specified in this Section.

PREPARATION

- 23. <u>General:</u> Comply with manufacturer's installation specifications for preparing substrates indicated to receive products indicated. Prior to applying adhesive, remove any surface film on back of base due to mold release agents as recommended by base manufacturer.
- 24. Clean substrates to be covered immediately before installing products specified in this Section. Following cleaning, examine substrates for moisture, alkaline salts, carbonation, or dust.
- 25. Apply primer, if recommended by flooring manufacturer, prior to applying adhesive. Apply according to manufacturer's directions.

RESILIENT WALL BASE INSTALLATION

- 26. <u>General:</u> Install products specified in this Section using methods indicated according to manufacturer's installation directions.
- 27. Apply resilient wall base to walls, columns, pilasters, casework and other permanent fixtures in areas where base is required. Install wall base in lengths as long as practicable. Tightly adhere wall base to substrate throughout length of each piece, with base in continuous contact with horizontal and vertical substrates.
 - a. On masonry surfaces or other similar irregular substrates, fill voids along top edge of resilient wall base with manufacturer's recommended adhesive filler material.
 - b. Install exterior corners before installing straight pieces.
 - c. Form inside corners on job from straight pieces of maximum lengths possible by cutting an inverted V-shaped notch in toe of wall base at the point where corner is formed. Shave back of base where necessary to produce snug fit to substrate.

RESILIENT STAIR ACCESSORY INSTALLATION

- 28. <u>General:</u> Install products specified in this Section using methods indicated according to manufacturer's installation directions.
- 29. Use the longest lengths possible to minimize the numbers of seems.
- 30. Tightly adhere to substrates throughout length of each piece.

31. Resilient molding accessories: Butt to adjacent materials and tightly adhere to substrates throughout length of each piece. Install reducer strips at edges of carpet and resilient floor coverings that would otherwise be exposed.

CLEANING AND PROTECTION

- 32. Perform the following operations immediately after completing installation:
 - a. Remove visible adhesive and other surface blemishes using cleaner recommended by manufacturers of flooring product involved.
- 33. Clean products specified in this Section not more than 4 days prior to dates scheduled for inspections intended to establish date of Substantial Completion in area of Project. Clean products using method recommended by manufacturer.

END of SECTION 09 65 13

SECTION 09 68 00 - CARPETING

PART 1-GENERAL:

RELATED DOCUMENTS:

1. Drawings and general provisions of Contract, including General Conditions, and Specification Sections, apply to work of this section.

SUMMARY:

- 2. Extent, location and details of each type of flooring are indicated on drawings, product data sheets, and hereinafter specified.
 - Mohawk Faculty Remix
 - Mohawk Motorsport II
 - Mohawk First Step II or Mats Inc
- 3. Work of this section includes installation of carpeting, adhesives, and accessories.
- 4. Vinyl base is specified in Section 09 65 13 "Resilient Wall Base and Accessories".

DEFINITIONS:

5. <u>Commercial Carpet:</u> Carpet intended for use in commercial and public spaces, with construction, fire ratings, static control and appearance appropriate for this use.

SUBMITTALS:

- Product Data: Submit manufacturer's product literature and installation instructions for each type of carpeting material and installation accessory required. Include methods of installation for each type of substrate.
 - a. Submit written data on physical characteristics, durability, and resistance to fading and flame resistance characteristics.
- 7. <u>Shop Drawings:</u> Submit shop drawings showing carpet seaming diagrams, clearly indicating carpet direction. Show installation details at any special conditions.
- 8. <u>Samples for Selection Purposes:</u> Submit manufacturer's standard size samples and color yarns showing full range of colors, textures and patterns available for each type of carpet required.

QUALITY ASSURANCE:

9. <u>Manufacturer Qualifications:</u> Firm (material producer) with not less than 3 years of production experience, whose published literature clearly indicates general compliance of products with requirements of this section.

- 10. <u>Installer Qualifications:</u> Firm specializing in carpet installation with not less than 2 years of experience in installation of carpeting similar to that required for this project.
- 11. <u>Single Source Responsibility:</u> Provide material produced by a single manufacturer for each carpet type.

TESTING:

- 12. <u>Test Reports:</u> Submit certified test reports evidencing compliance with requirements for the following:
 - a. Fire performance characteristics.
 - b. Physical properties indicated.
- 13. <u>Fire Performance Characteristics:</u> Provide carpeting that is identical to that tested for the following fire performance requirements, according to test method indicated, by UL or other testing and inspecting agency acceptable to authorities having jurisdiction.
 - a. Flammability: As follows:
 - 1) Rating: Passing DOC-FF-1-70 Pill Test.
 - 2) Test Method: ASTM D 2859.
 - b. Surface Burning Characteristics: As follows:
 - 1) Flame Spread: Not more than 75.
 - 2) Smoke Developed: Not more than 100.
 - 3) Test Method: ASTM E 84.79b.
 - 4) Test Method: UL 723.
 - 5) Test Method: NFPA 255.
 - c. Critical Radiant Flux: As follows:
 - 1) Rating: Not less than 0.45 watts per sq. centimeter.
 - 2) Test Method: ASTM E 648.
 - 3) Test Method: NFPA 253.
 - d. Smoke Density: As follows:
 - 1) Rating: 450 or less.
 - 2) Test Method: NBS Smoke Chamber NFPA-258.

- 14. <u>Physical Properties:</u> Provide carpeting that is identical to that tested for the following physical properties, according to the test method indicated.
 - a. Sound Absorption Characteristics: As follows:

1) Rating: Passing sound absorption coefficient level.

2) Test Method: ASTM C 423.

b. Fade Resistance: As follows:

1) Rating: Maximum gray scale factor of 40 hours.

2) Test Method: AATCC 16E.

c. <u>Static Resistance:</u>

1) Rating: 3.0 kV when tested at 20% RH/70 degree F.

2) Test Method: AATCC 134.

15. <u>Certification:</u> Submit manufacturer's certificate stating that materials furnished comply with specified requirements. Include supporting certified laboratory testing data indicating that material meets specified test requirements.

DELIVERY, STORAGE, AND HANDLING:

- 16. Deliver materials to project site in original factory wrappings and containers, clearly labeled with identification of manufacturer, brand name, quality or grade, fire hazard classification, and lot number. Store materials in original undamaged packages and containers, inside well-ventilated area protected from weather, moisture, soiling, extreme temperatures, humidity; laid flat, blocked off ground to prevent sagging and warping. Maintain temperature in storage area above 40 degrees Fahrenheit.
- 17. Comply with instructions and recommendations of manufacturer for special delivery, storage, and handling requirements.

WARRANTY:

- 18. <u>Special Project Warranty:</u> Submit a written warranty, executed by the Contractor, Installer and the Manufacturer, agreeing to repair or replace carpeting which fails in materials or workmanship and wear within the specified warranty period. This warranty shall be in addition to and not a limitation of other rights the Owner may have against the Contractor under the Contract Documents.
 - a. Warranty period is specified under Carpet Data Schedule.

MAINTENANCE:

- 19. <u>Maintenance Instructions</u>: Submit manufacturer's printed instructions for maintenance of installed work, including methods and frequency recommended for maintaining optimum condition under anticipated traffic and use conditions. Include precautions against materials and methods which may be detrimental to finishes and performance.
- 20. <u>Replacement Materials:</u> See locations for attic stock requirements. Furnish accessory components as required. Furnish replacement materials from same production run as materials installed. Package replacement materials with protective covering, identified with appropriate labels.

PART 2 - PRODUCTS

MATERIALS:

- 21. <u>General:</u> Detailed carpet construction for each carpet type required specified in carpet data sheet at end of this section.
- 22. Carpet Fiber:
 - a. Nylon: Antron® Legacy nylon 6,6 with static inhibitors
- 23. Carpet Construction:
 - a. Fabricate carpet by the construction method indicated on data sheets, using manufacturer's standard process, as recognized in industry.
 - 1) Tufted, textured loop.
- 24. Carpet Style:
 - a. Performance Loop Pile.
- 25. Gauges and Stitches:
- 26. Stitches or Rows: Provide stitches or rows as indicated.
- 27. Gauge or Pitch: Provide gauge or pitch indicated.
- 28. Pile Height: Provide thickness indicated on data sheet.
- 29. Pile Face Weight: Provide weights indicated on data sheet.
- 30. Carpet Color, Pattern, and Texture:

- a. See Carpet Data Schedule.
- 31. Provide materials in colors and patterns (if applicable) as selected by Owner from manufacturer's standard colors and patterns.
- 32. <u>Dyeing Method</u>: Provide dyed material, as recommended by mill to comply with requirements, including appearance and best possible appearance retention.

33. Carpet Backing:

- a. Synthetic as set forth in data sheet.
- 34. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products which may be incorporated into the work include:

 Manufacturer: Subject to compliance with requirements, provide products of one of the following:
- a. Mohawk

ACCESSORIES:

- 35. Carpet Edge Guard, Non-metallic: Extruded or molded heavy-duty vinyl or rubber carpet edge guard of size and profile indicated; minimum 2" with anchorage flange, colors selected by Owner from standard colors Mercer Plastics Company, or approved equal.
- <u>36. Installation Adhesive:</u> Water-resistant, non-staining as recommended by carpet manufacturer, which complies with flammability requirements for installed carpet.
- <u>37. Seaming Carpet:</u> Hot-melt seaming adhesive or similar product recommended by carpet manufacturer, for taping scams and butting cut edges at backing to form secure seams and preventing pile loss at seams.
- 38. <u>Miscellaneous Materials:</u> As recommended by manufacturers of carpet, cushions, and other carpeting products; selected by Installer to meet project circumstances and requirements.

PART 3 - EXECUTION

EXAMINATION:

39. Examine substrates for moisture content and other conditions under which carpeting is to be installed. Notify contractor in writing of major conditions detrimental to proper completion of the work. Do not proceed until unsatisfactory conditions have been corrected.

PREPARATION:

- 40. Repair minor holes, cracks, depressions, and rough areas using material recommended by carpet or adhesive manufacturer.
- 41. Existing wood floors which will receive new carpet flooring shall be cleaned of all oil, wax, varnish, etc. as required to insure proper adhesion of the new flooring.

INSTALLATION:

- 42. Installation shall comply with the manufacturer's requirements for full warranty coverage.
- 43. Comply with shop drawings for seam locations and direction of carpet; maintain uniformity of carpet location and lay of pile. Follow seaming diagram as submitted and approved. At doors, center seams under doors; do not place seams in traffic direction at doorway.
- 44. Extend carpet under open-bottomed obstructions and under removable flanges and furnishings, and into alcoves and closets of each space.
- 45. Provide cut-outs where required, and bind cut edges properly where not concealed by protective edge guards or overlapping flanges.
- 46. Install carpet edge guard where edge of carpet is exposed and where carpet terminates against flooring of different flooring thickness; anchor guards to substrate.

Glue-Down Installation:

- a. Fit sections of carpet into each space prior to application of adhesive. Trim edges and butt cuts with seaming cement.
- b. Apply adhesive uniformly to substrate in accordance with Manufacturer's instructions. Butt carpet edges tightly together to form seams without gaps. Roll entire carpet area lightly to eliminate air pockets and ensure uniform bond. Remove any adhesive promptly from face of carpet by method that will not damage carpet face.
- C. Use only low volatile mastic.
- d. Mastic must not contain asbestos.

CLEANING:

47. Remove and dispose of debris and unusable scraps. Vacuum carpet using commercial machine with face-beater element. Remove spots and replace carpet where spots cannot be removed. Remove any protruding face yarn using sharp scissors.

PROTECTION:

48. Provide protective methods and materials needed to ensure that carpeting will be without deterioration or damage at time of substantial completion.

CARPET DATA SCHEDULE:

49. GT170 Horsepower II Tile

Collection Motorsport II

Brand Mohawk

Product Type Tile

DESIGN

Minimum Sq. Yd. No minimum

Construction Tufted

Surface Texture Textured Patterned Loop

Gauge 1/12 (47.00 rows per 10 cm)

Density 6439

Weight Density 141,658

Stitches Per Inch 11.3 (44.49 per 10 cm)

Finished Pile Thickness .123 (3.12 mm)

Dye Method Solution Dyed / Yarn Dyed

Backing Material EcoFlex ICT

Fiber Type Duracolor® Premium Nylon

Fiber Technology Duracolor® by Mohawk Stain Resistant

System. Passes GSA requirements for

permanent stain resistant carpet.

Face Weight 22 oz. per sq. yd. (746.02 g/m2)

Pattern Repeat Not Applicable

Size/Width 24" x 24" (.6096 m x .6096 m)

Soil Release Technology Sentry

GSA Stain Release Rating Pass

Installation Method Quarter Turn Only

Indoor Air Quality <u>Green Label Plus 1098</u>

Foot Traffic Recommendation TARR Severe
NSF 140 Gold

PERFORMANCE

Static AATCC-134 Under 3.5 KV

Flammability ASTM E 648 Class 1 (Glue Down)

Smoke Density ASTM E 662 Less than 450

SERVICE

Warranties <u>Lifetime Limited Tile Warranty</u>

Lifetime Duracolor Stain Warranty

Lifetime Static

50. GL154 FACULTY REMIX

Brand Mohawk
Product Type Broadloom

DESIGN

Minimum Sq. Yd. No minimum

Construction Tufted

Surface Texture Textured Multi Colored Loop

Gauge 1/8 (31.50 rows per 10 cm)

Density 5639

Weight Density 154,414

Stitches Per Inch 8.3 (32.68 per 10 cm)

Finished Pile Thickness .166" (4.22 mm)

Dye Method Solution Dyed / Yarn Dyed

Backing Material Unibond Plus

Fiber Type Duracolor® Premium Nylon

Fiber Technology Duracolor® by Mohawk Stain Resistant System.

Passes GSA requirements for permanent stain

resistant carpet.

Face Weight 26.0 oz. per sq. yd. (882 g/m2)

Pattern Repeat None

Soil Release Technology Sentry Soil Protection

GSA Stain Release Rating Pass

Indoor Air Quality Green Label Plus 3802

Foot Traffic Recommendation TARR Severe
NSF 140 Gold

PERFORMANCE

Static AATCC-134 Under 3.5 KV

Flammability ASTM E 648 Class 1 (Glue Down)

Smoke Density ASTM E 662 Less than 450

SERVICE

Warranties <u>Lifetime Limited Tile Warranty</u>

<u>Lifetime Duracolor Stain Warranty</u>

Lifetime Static

51. GT154 FACULTY REMIX TILE

Brand Mohawk

Product Type Tile

DESIGN

Minimum Sq. Yd. No minimum

Construction Tufted

Surface Texture Textured Multi Colored Loop

Gauge 1/8 (31.50 rows per 10 cm)

Density 6500

Weight Density 166,000

Sustainable Content Contains a minimum 35% pre-consumer

recycled content by total weight

Stitches Per Inch 8.3 (32.68 per 10 cm)

Finished Pile Thickness .144" (3.68 mm)

Dye Method Solution Dyed / Yarn Dyed

Backing Material EcoFlex ICT

Fiber Type Duracolor® Premium Nylon

Fiber Technology Duracolor® by Mohawk Stain Resistant System.

Passes GSA requirements for permanent stain

resistant carpet.

Face Weight 26.0 oz. per sq. yd. (882 g/m2)

Pattern Repeat None

Size/Width 24" x 24" (60.9 cm x 60.9 cm)

Soil Release Technology Sentry Soil Protection

GSA Stain Release Rating Pass

Indoor Air Quality Green Label Plus 3802

Foot Traffic Recommendation TARR Severe
NSF 140 Gold

PERFORMANCE

Static AATCC-134 Under 3.5 KV

Flammability ASTM E 648 Class 1 (Glue Down)

Smoke Density ASTM E 662 Less than 450

SERVICE

Warranties <u>Lifetime Limited Tile Warranty</u>

Lifetime Duracolor Stain Warranty

Lifetime Static

52. SUPREME NOP

Brand MatsInc
Product Type Roll

Weight 73 oz./sq. yd.

Material 100% Solution-Dyed UV Stabilized Polypropylene Fibers with

15% post-consumer recycled content

Thickness 7/16"

Backing Material OxForce™ High Density Rubber

Roll Size (Width) 6'7" or 13'2"
Installation Method Glue Down

53. Tuff Stuff

Style Number L8513

Style Name FirstStep Modular

Construction tufted

Surface Texture performance loop pile Gauge 5/32" (25.2/10 cm)

Density 5,494 Weight Density 208,772

Stitches Per Inch 8.5 per inch (33.46/10 cm)

Finished Pile Thickness .249" avg (6.3 mm)

Dye Methodyarn dyedBacking MaterialEcoFlex ICTFiber TypeFortis™ Nylon

Fiber Technology Sentry Soil Protection

Face Weight 38 oz/yd2 (1288.59 gm/m2) Size/Width 24" x 24" (60.9 cm x 60.9 cm)

Installation Method quarter turn only

IAQ Green Label Plus 1098

Pattern Repeat Not Applicable

PERFORMANCE

Static Less than 2.5 kv when tested under the Standard Shuffle Test 70

degrees Fahrenheit (21 degrees Celsius) - 20% R.H.

Flammability Passes DOC-FF-1-70 Pill Test

Flooring Radiant Panel Test Meets NFPA Class 1 and Class II when tested under ASTM E-648

glue down

Smoke Density NBS Smoke Chamber NFPA-258 - Less than 450 Flaming Mode

CRI Green Label Plus Certified Y

Construction Materials 100% man-made materials for superior stability. Specifications are

subject to change without notice when such changes do not alter product performance. Slight color variation may occur from dye

lot to dye lot.

Square Yards per Carton 4.44 (3.72 m2)

LOCATIONS:

54. Bridge Valley Elementary School – Rooms 152 and 175; CBSD will remove movable furniture out of the space.

 Room 152 – Faculty Remix broadloom; black cove base/transition strips. Include a minimum of 5% for attic stock.

2. Room 175 – Faculty Remix broadloom; black cove base/ transition strips. Include a minimum of 5% for attic stock.

55. Butler Elementary School – Foyers (5)

1. Foyers (5) – Mats Inc, Supreme NOP, #07 Charcoal; replace cove base/transition strips where present.

56. Tohickon Middle School – Main Office

- 1. *Main Office* Faculty Remix or Motorsports II (addressed on Addendum 1), modular, quarter-turn installation; black cove base and transition strips. Include a minimum of one extra box of carpet for stock.
 - a. CBSD will remove movable furniture out of the space. Contractors are required to install carpet under the modular furniture. VCT in the office area is out of scope.

57. West High School – Choir Room

1. *Choir Room* – Faculty Remix broadloom; cove base/transition strips/stair nosing. Include a minimum of 5% for attic stock.

58. Operations Center – Transportation Hall

1. Transportation Hall – Mats Inc, Supreme NOP, #07 Charcoal; cove base/transition strips.

END OF SECTION 09 68 00