

WARREN COUNTY SCHOOL DISTRICT

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

BETWEEN THE SCHOOL DISTRICT AND THE CONTRACTOR

Number: **WCSD #2303.2**

This Agreement (referred to hereinafter as "Agreement" or "Contract" is made and entered into this 12th day of **June, 2023**, at Warren County, by and between the Warren County School District, hereinafter called the "School District" and

Scobell Company Inc., 1356 East 12th Street, Erie, PA 16503

an (individual, corporation, or partnership) Federal I.D. # **25-0929359** hereinafter called the "Contractor,"

The Contractor, for and in consideration of the terms of this Agreement, agrees to furnish all qualified personnel, facilities, materials, and/or other services and perform the scope of work required by this Agreement and Rider A, and in accordance with the Laws of the Commonwealth of Pennsylvania and all applicable Federal Laws, Procedures, and Guidelines, for the sum of **\$ 494,000.00** (four hundred ninety four thousand dollars and no cents).

The work under this agreement shall be entitled: **WCCC AHU Upgrades & Plasma Exhaust Project
WCSD #2303.2**

The Professional for this project is.....**H.F. Lenz Company
322 State Street
Conneaut, OH 44030**

The Substantial Completion date for finishing all work specified in this Agreement is **December 29, 2023**. Should the School District, for any reason whatsoever, fail to issue the Notice to Proceed, the day that the work actually commences shall be deemed to be the day that the Notice to Proceed is given. The Contractor further agrees that time is of the essence for this contract, and that if he fails to achieve substantial completion of the work within the time specified above or such granted extensions thereof, the Contractor shall pay to the School District, as liquidated damages and not as a penalty for such failure, the amounts specified in the Contract Documents.

WITNESSETH THAT:

The parties hereto, intending to be legally bound hereby, do agree as follows:

1. **Successors and Assigns.** This Agreement shall be binding on the parties hereto, their heirs, executors, administrators, successors and assigns, but it may not be assigned by the Contractor without the prior written consent of the School District.
2. **Notices.** Wherever the term "notice" is used, such notices to be effective shall be in writing and if to the School District, shall be mailed, certified mail, postage and fees prepaid, or delivered to the School District **at 6820 Market Street, Russell, PA 16345, Attention: David Undercoffer** and if to the Contractor shall be similarly mailed or delivered to him at this address set forth in the caption of this Agreement, unless and until notice of another address shall be given hereunder, in which case notices shall be so delivered or mailed to the address last so given.

3. Integration. There are no understandings between the parties hereto regarding this Agreement other than those set forth in this Agreement, and there have been no promises, inducements, or commitments made in conjunction with this Agreement which are not explicitly set forth herein. This Agreement may be amended, modified, or waived only by written agreement signed by all of the parties hereto.

4. No Third Party Rights. Nothing in this Agreement or in the General or Special Conditions or in any other document incorporated herein by reference or issued hereunder, expressed or implied, is intended to or shall be construed to confer upon, or give to, any person, firm or corporation or any governmental agency other than the School District, its successors and assigns, and the Contractor, any right, remedy or claim, legal or equitable, whether as third party beneficiary or otherwise; this Agreement and all provisions applicable hereto or incorporated herein being intended to be, and being for the sole and exclusive benefit of the School District, the Contractor, and their respective successors and assigns. The Contractor hereby agrees to so inform all parties they contract with.

5. Nondiscrimination. The nondiscrimination clause prohibiting discrimination on account of race, color, religious creed, ancestry, national origin, age, sex or handicap, as set forth in 43 P.S. § 953, is incorporated herein by reference, and the Contractor assumes all obligations stated in that clause with regard to unlawful discrimination.

6. Additional terms, requirements, conditions, and considerations of this agreement are specified in Riders A through G, attached hereto; Attachment 1: the Prevailing Minimum Wage Determination; and all other Contract Documents which are attached hereto or incorporated by reference and are made part of this Agreement. The Riders are as follows:

- Rider A: Scope of the Work to be Performed (consisting of 1 page)
- Rider B: General Conditions (consisting of 28 pages)
- Rider C: Instructions to Bidders (consisting of 2 pages)
- Rider D: Additional Contract Commitments/Information (consisting of 1 page)
- Rider E: Warranties (consisting of 1 page)
- Rider F: Bonds (consisting of 4 pages)
- Rider G: Contractor Integrity Provisions (consisting of 2 pages)
- Attachment 1: Pennsylvania Prevailing Minimum Wage (consisting of 9 pages)
- Attachment 2: Waiver of Mechanics' Liens (consisting of 1 page)

IN WITNESS WHEREOF, this Agreement has been executed and delivered as of the date set forth in the caption hereof, for School District Project No. **WCCC AHU & Plasma Exhaust Project – WCSD #2303.2.**

FOR THE SCHOOL DISTRICT:

Attest

By: _____

Name: _____

Title: _____

Date: _____

FOR THE CONTRACTOR:

Attest

By: _____

Name: _____

Title: _____

Date: _____

**STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS**

TABLE OF CONTENTS

RIDER A: SCOPE OF WORK TO BE PERFORMED

RIDER B: GENERAL CONDITIONS

- Article 1 - General Provisions
- Article 2 - The School District's Rights and Responsibilities
- Article 3 - The Contractor's Rights and Responsibilities
- Article 4 - Claims and Disputes
- Article 5 - Subcontractors
- Article 6 - Changes in the Work
- Article 7 - Time
- Article 8 - Payments and Completion
- Article 9 - Protection of Persons and Property
- Article 10 - Insurance
- Article 11 - Uncovering and Correction of Work
- Article 12 - Suspension of the Work
- Article 13 - Termination of the Agreement
- Article 14 - Definitions

RIDER C: INSTRUCTIONS TO BIDDERS

RIDER D: ADDITIONAL CONTRACT COMMITMENTS/INFORMATION

RIDER E: WARRANTIES

RIDER F: BONDS

RIDER G: CONTRACTOR INTEGRITY PROVISIONS

ATTACHMENT 1: PREVAILING MINIMUM WAGE DETERMINATION

ATTACHMENT 2: WAIVER OF MECHANICS' LIENS

WARREN COUNTY SCHOOL DISTRICT

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

RIDER A

SCOPE OF WORK TO BE PERFORMED

1. **WCCC AHU & Plasma Exhaust Project** WCSO No. **2303.2** Base Bid in the amount of \$ 494,000 ; and Addenda No. 1 issued April 25, 2023 and Addenda No. 2 issued May 9, 2023. All work complete as shown on Drawings and described in the Specifications.
2. The Contractor's scope of work included in this contract agreement, including any and all design work done by or for the Contractor, shall include the following and all work necessarily implied by the following:
 - a. The work is as described in Section 011100 – Summary of the Work and Description of Separate Bids, and Section 011200 – Multiple Contract Summary. Work shall include, and is not necessarily limited to, the furnishing of all labor, superintendence, materials, tools, and equipment, and performing all work necessary to complete all Project Construction at the satisfaction of, and subject to approval of, the Professional and the School District.
 - b. All construction work shown on the contract drawings, and not expressly mentioned in the specifications, and all work specified and not shown on the drawing but obviously necessary to the proper execution of same, shall be performed by the Contractor, as it is not the intent to delineate or describe every detail and feature of work. No additions to the Contract Sum will be approved for any materials, equipment and/or labor to perform work hereunder unless it can be clearly shown to be beyond the scope and intent of the drawings and specifications and absolutely essential to the proper execution of the work.
 - c. Description of the Work: Demolition of existing air handlers and unit ventilators in the existing machine and welding shops of the career center. Installation of replacement air handlers and unit ventilators in the shops, as well as a new exhaust fan to serve a CNC plasma cutter purchased by the Warren County School District. Disconnect and reconnect of all required electrical connections to allow for the mechanical scope of work to be completed. Modification of the existing fire alarm system for required duct detectors to serve mechanical units being installed under this contract.
3. The Contract Documents shall be located in the Buildings and Grounds Office, 6820 Market Street Russell, PA 16345, and will be available for viewing for the duration of the Project.
4. The Table of Contents shall be attached to and become a part of Rider A.
5. The Contractor shall pay to the School District, as liquidated damages and not as a penalty, the amount of **\$250.00** for each and every calendar day beyond the specified number of calendar days of completion.

WARREN COUNTY SCHOOL DISTRICT
6820 Market Street
Russell, PA 16345

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

RIDER B
GENERAL CONDITIONS

ARTICLE 1
GENERAL PROVISIONS

1.1 CONTRACT DOCUMENTS

- 1.1.100 The Contract Documents consist of the Agreement, notice to contractors, the bid solicitation and proposal, the contract bonds (if specified), all riders, attachments, drawings and specifications, Special Conditions, General Conditions, and addenda issued to the bid solicitation. A modification is (1) a written amendment to the contract signed by both parties or (2) a change order. A modification may be made only after execution of the contract. The work specified in the contract includes all labor, equipment, and materials required and incorporated to complete the work specified in and according to all the Contract Documents. In the event of a conflict between the terms of the Agreement and the terms of another Contract Document, the terms of the Agreement shall govern and control.
- 1.1.101 The Contract Documents are complementary, and what is required by any one of the Contract Documents shall be binding as if required by all. The intention of the documents is to include all labor, materials, equipment, and other items necessary for the proper execution and completion of the work. Work not covered under any heading, section, branch, class, or trade of the specifications need not be supplied unless it is required elsewhere in the Contract Documents or is reasonably inferable therefrom as being necessary to produce the intended results. If there is a conflict between the drawings and the specifications, the specifications shall prevail. Words which have well-known technical or trade meaning are used herein in accordance with such recognized meanings.
- 1.1.102 Where the work is shown in complete detail on only half or a portion of a drawing or there is an indication of continuation, the remainder being shown in outline, the work drawn out in detail shall be understood to apply to other like portions of the structure. On all work of a remodeling nature or installation within present buildings, the actual situation at the site controls any information given which may affect the quantity, size, and quality of materials required for a satisfactorily completed contract, whether or not such information is indicated on the drawings or within the specifications.
- 1.1.103 All sections, sentences, and provisions contained in the Contract Documents are severable. Should any section, sentence, or provision of the Contract Documents be rendered void, invalid or unenforceable by any court of law (or arbitrator), for any reason, such a determination shall not render void, invalid, or unenforceable any other section, sentence, or provision of the Contract Documents and the remainder of the Contract Documents shall remain in full force and effect and binding on the parties hereto. Additionally, any court (or arbitrator) construing the Contract Documents is expressly granted the authority to, and requested to, revise any invalid or unenforceable section, sentence, or provision of the Contract Documents in order to render same enforceable and then to enforce the revised section, sentence, or provision against the parties

hereto to the maximum extent permitted by law and as if the invalid section, sentence, or provision had never been inserted.

1.2 THE PROFESSIONAL

- 1.2.100 If retained and so designated by the School District, a Professional architect or engineer may act as the agent for the School District in the administration of the contract and may perform any or all of the functions stated herein. The Professional will, as determined by agreement with the School District, visit the site to review progress in accordance with the contract drawings and specifications, attend job conferences, approve applications for payments, make progress reports to the School District, and review and accept or reject the Contractor's Schedules of Values.
- 1.2.101 The Professional has the authority to interpret the Contract Drawings; reject work which does not conform to the Contract Documents; review and approve shop drawings; prepare drawings and specifications for change orders or modifications; participate in completion inspections; prepare as-built drawings; and review and approve all catalog data, manufacturers operating and maintenance instructions, certificates, warranties, written guarantees, and related documents required by the contract. The Professional may perform additional functions as determined by the School District necessary to protect the School District's interest.
- 1.2.102** The Professional shall act as an impartial arbitrator and shall be the initial step in any conflict resolution, in the event that a dispute arises between the School District and the Contractor. If the Professional renders a decision which is unacceptable to the School District, the Contractor, or both, the School District shall then render an opinion and a solution to the conflict. The School District shall, if necessary or desirable, consult with the Contractor to reach a resolution. If the proposed resolution is not agreed to by the Contractor or if the School District and the Contractor cannot resolve the dispute, the School District and the Contractor retain the option of resorting to litigation, which shall be initiated only in the Court of Common Pleas of Warren County, Pennsylvania.

1.3 THE CONSTRUCTION MANAGER

- 1.3.100 If retained and so designated by the School District, a Construction Manager (CM) shall act as the agent for the School District in the administration of the contract and may perform any or all of the functions stated herein, as determined by agreement with the School District, making the School District's interest paramount in the carrying out of all duties and responsibilities.
- 1.3.101 As and on behalf of the School District, the CM shall consult and coordinate with the Owner and Architect during development of the project's design; assist in the bidding process and the award of trade contracts; prepare and/or evaluate project schedules and detailed cost estimates and budgets; visit the site to review progress according to the contract drawings and specifications, independent of or in conjunction with either the Owner and/or the Professional; review with the Professional and make recommendations on materials, workmanship, and equipment included or submitted for inclusion in the work; make recommendations on the feasibility and practicality of the project's design; review and provide to the Professional an evaluation of the Contractor's testing, inspection, quality assurance, and certification program; make recommendations on the division of work among trade contractors; review the Contractor's construction practices and advise on unsafe working conditions during execution of the work; investigate site conditions promptly upon receiving written notice from the Contractor of a change in conditions and work with the Contractor, the School District, and the Professional to adjust the contract; reject work, with the concurrence of the Professional, which does not conform to contract documents, safe working practices, and reasonable and acceptable industry standards; review the work performed and prepare an independent evaluation of said work with respect to requests for payment, taking into consideration the amount requested, the quantity and quality of the work performed, the materials

and equipment used, and any and all other relevant factors; and any and all additional necessary or customary functions which the CM may be called upon to perform throughout the duration of the Project. The Contractor agrees to utilize its best efforts in cooperating with the CM's completion of duties as described above.

1.3.102 Failure of the CM to point out unsafe working conditions shall not relieve the Contractor of full and complete responsibility for conducting his work in a safe and workmanlike manner.

1.3.103 CM shall work with the Professional as the School District's representative in the administration of the School District's interest in the project.

1.4 THIRD PARTY INDEMNIFICATION

1.4.100 To the fullest extent permitted by law, the Contractor agrees to defend, indemnify, and hold harmless the School District and all of its officers, representatives, agents, and employees, including but not limited to members of the Warren County School District Board of School Directors and any professionals retained by the School District, including its Legal Counsel, Architect, and Professional, against any costs incurred by the School District (including without limitation amounts paid pursuant to judgments or settlements and as counsel fees) as a consequence of any claim by a third party against the School District, including, without limitation, any claim by an employee of the School District, the Contractor, a subcontractor, or another contractor, whether filed before or after final payment, based on actual or alleged damage to or destruction of property or injury to persons allegedly caused by the Contractor, or any subcontractor, or by their respective employees or agents, in connection with work performed during this Project, or the violation of the terms and conditions of this Agreement. The Contractor's duties and obligation in accordance with this provision shall survive the termination of the Contract Documents and shall cover all claims, regardless of when a claim is asserted.

1.4.101 The School District shall notify the Contractor of the assertion of any claim against which the School District is to be held harmless pursuant to this condition in order that the Contractor may assume the defense thereof. Should the School District be compelled to assume such defense, all costs associated thereto shall be the responsibility of the Contractor. If Contractor fails to assume financial responsibility under this provision, the School District shall be entitled to withhold from any amount due to Contractor an amount equal to costs and expenses associated, either directly or indirectly, with such defense. Said amount shall be placed in escrow until such time as a final determination is made as to the Contractor's liability. Upon such determination, said amount shall be released by the School District to the party determined, whether by agreement or by a judge, to be entitled to said amount.

1.5 SCHOOL DISTRICT INDEMNIFICATION AND HOLD HARMLESS

1.5.100 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the School District and all of its officers, representatives, agents, and employees, including but not limited to members of the Warren County School District Board of School Directors and any professionals retained by the School District, including its Legal Counsel, Architect, and Professional; the CM; the Professional; and their agents, representatives, and employees from and against all claims, damages, losses and expenses, including attorneys' fees, arising out of or resulting from the performance of all work, including any and all design work performed by or (i) any negligent act or omission (ii) any violation of any federal, state, or local law, regulation, ordinance, rule or order (iii) or an violation of the terms and conditions of this Agreement by the Contractor, any subcontractor, any one directly or indirectly employed by any of them, an agent, representative, or employee of the Contractor or any subcontractor, or any one for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. The

Contractor's duties and obligation in accordance with this provision shall survive the termination of the Contract Documents and shall cover all claims, regardless of when a claim is asserted.

- 1.5.101 In any and all claims against the School District, CM, or the Professional, the indemnification obligations of the Contractor; any subcontractor; any of their agents, representatives, or employees; any one directly or indirectly employed by any of them; or any one for whose acts any of them may be liable, shall in no way be limited in the amount or type of damages, compensation, or benefits payable under workmen's compensation acts, disability benefit acts, or other employee benefit acts.
- 1.5.102 If the Contractor fails to assume financial responsibility under this provision, the School District shall be entitled to withhold from any amount due to Contractor an amount equal to the costs and expenses associated, either directly or indirectly, with such defense. Said amount shall be placed in escrow until such time as a final determination is made as to Contractor's liability. Upon such determination, said amount shall be released by the School District to the party determined, whether by agreement or by a judge, to be entitled to said amount.

1.6 LIENS

- 1.6.100 In accordance with applicable Pennsylvania Law, the Contractor hereby specifically waives the right to file any mechanics or other lien or claim against the School District or its property for work done or material furnished under this Agreement. It is hereby expressly agreed that no such claim or claims shall be filed by anyone; that the Contractor shall not file and shall prohibit any subcontractor, materialman, mechanic or other person under him from filing; and any such contractor, subcontractor, materialman or other person shall not file any mechanics or other lien or claim for work done or material furnished in or about the performance of this Contract against the School District, the ground upon which the structure or work herein provided for is erected or done, against any structure thereon erected or to be erected, or against any structure or property whatsoever covered by the Contract. The Contractor agrees to execute a Mechanic's Lien Waiver, to be filed with the Prothonotary of Warren County within 10 days of the execution of this Agreement, and any other documents that the School District deems necessary to effectuate the terms of this provision. The Contractor further agrees to provide a copy of this contractual provision and a copy of the fully executed Lien Waiver to each subcontractor before any labor or materials are supplied by the subcontractor. If the Contractor violates this provision and the School District consequently must defend against a mechanic's lien, other lien, or other claim, the Contractor understands and agrees that the Contractor shall be responsible for the payment of all reasonable costs and attorney fees that are incurred by the District as a result of the violation.
- 1.6.101 The provisions of this subparagraph in no way affect the additional rights and remedies given under the payment provisions of this Rider B - General Conditions, all of which said General Conditions shall be valid in their entirety.

ARTICLE 2

THE SCHOOL DISTRICT'S RIGHTS AND RESPONSIBILITIES

2.1 THE SCHOOL DISTRICT REPRESENTATIVES

- 2.1.100 Representatives designated by the School District will have the authority to inspect the work and to reject all work not performed in accordance with the contract provisions. In addition, only those representatives so designated have authority to change, modify, or alter the work or incur or cause to be incurred additional obligations beyond the contract provisions.

2.2 THE SCHOOL DISTRICT'S RIGHT TO CARRY OUT THE WORK

- 2.2.100 If the Contractor fails to carry out the work in accordance with the Contract Documents or fails to perform any provision of the Agreement, the School District may, after three (3) working days, and without prejudice to any other remedy the School District may have, make good such failures. In such case, an appropriate change order shall be issued deducting from the payments then or thereafter due the Contractor the cost of correcting such failures, including the cost for the Professional's additional services made necessary by such failure. If the payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor and/or the Contractor's Surety shall pay the difference to the School District.

2.3 RIGHT TO AWARD CONTRACTS

- 2.3.100 The School District reserves the right to award other contracts in connection with other portions of the project under similar conditions to those of this agreement.

2.4 BACKGROUND CHECKS/RIGHT TO REJECT EMPLOYEES

- 2.4.100 For any owner or employee that will have direct contact with children, Contractor agrees to be solely responsible, financially and otherwise, for ensuring compliance with 24 PS 1-111.1 (pertaining to employment history reviews); for ensuring compliance with all applicable criminal background check requirements (state and federal, with updates every 5 years as required by law) and ongoing reporting requirements relative to arrests or convictions; for ensuring compliance with all applicable child abuse clearance requirements (with updates every 5 years as required by law) and ongoing reporting requirements relative to alleged child abuse; and for ensuring compliance with all applicable child abuse training and reporting requirements. Contractor acknowledges and agrees that any owner or employee of Contractor that will have direct contact with children is a mandated reporter of child abuse pursuant to 23 Pa.C.S.A. §6301, et. seq. Contractor shall be responsible for complying with School District Policies 7020 and 5002, which can be accessed on the School District's website (<http://www.wcsdpa.org>) or provided to Contractor upon request.

Contractor shall maintain records documenting employment history reviews, criminal background checks, and child abuse clearances for all owners and employees that have direct contact with children and shall provide the School District with proof of compliance before any individual is permitted to have contact with students of the School District. Contractor shall also maintain records that document child abuse training and ongoing reports received relative to arrests, convictions, or alleged child abuse. Upon receiving any such report relative to arrests, convictions, or alleged child abuse, Contractor shall immediately notify the School District's Superintendent in writing. The School District may at any time request access to any or all of the records identified in this paragraph and, upon receipt of such request, Contractor shall provide the School District with access within 24 hours.

For purposes these provisions, the term "direct contact with children" shall mean, "the possibility of care, supervision, guidance or control of children or routine interaction with children." The term "routine interaction" shall mean, "regular and repeated contact that is integral to a person's employment or volunteer responsibilities."

Contractor agrees that that any violation of this provision by the Contractor shall constitute a material breach of this Agreement and shall be grounds for the School District's termination of this Agreement. Additionally, Contractor understands that a violation of this provision may legally bar the School District from being able to contract with Contractor in the future.

- 3.2.102 If the Contractor, in the course of construction, finds any conflict, error, or discrepancy on or among the Contract Documents, the drawings, or the specifications, the School District and Professional shall immediately be notified in writing of such conflict, error, or discrepancy. In the event that a conflict arises between the contract documents, the drawings, and the specifications, the terms and conditions set forth in the contract documents control. In the event that a conflict arises as to the scope of the work, the Contractor shall provide the most expensive alternative.
- 3.2.103 No request for an equitable or financial adjustment shall be honored if the Contractor has failed to give the prompt written notice required. However, the time for giving notice may be extended by the CM or waived by the School District if Contractor's failure to give prompt written notice was caused only by factors or conditions out of the Contractor's control.
- 3.2.104 No request for an equitable or financial adjustment shall be honored if said request is made after final payment has been rendered under the terms of this Contract.

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

- 3.3.100 The Contractor shall supervise and direct the work, using quality industry standards, practices and procedures as a guide. The Contractor shall be solely responsible for the work performed and have control over construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the work, unless the Contract Documents give other instructions.
- 3.3.101 The Contractor shall provide all labor, materials, equipment, and other items necessary for the proper execution and completion of the work in an acceptable manner and rate of progress as herein set forth.
- 3.3.102 The Contractor shall be responsible for the acts and omissions of all his agents, representatives, and employees; all subcontractors, their agents, representatives, and employees; and all other persons performing any portion of the work under a contract, written or implied, with the Contractor.
- 3.3.103 Inclement weather, including but not limited to cold or freezing weather, shall not be considered an excuse for non-performance of work under this contract. The Contractor shall use such methods of protection as may be necessary to continue to work throughout the period of inclement weather.

3.4 LABOR AND MATERIALS

- 3.4.100 The Contractor shall enforce strict discipline and good order and conduct among his employees and other persons carrying out the contract. Every person employed to perform any work under this contract shall be competent and first-class workers and mechanics. Only those who are duly skilled in their respective branches of labor, those who pass their criminal and child abuse background checks, and who shall be paid not less than such rates of wages and for such hours' work as shall be the established and current rates of wages paid for such hours by employers of organized labor in the performing of similar work in this School District shall be regarded as competent and first-class.
- 3.4.101 Labor Discrimination Act: All laws of the Commonwealth pertaining to regulations and conditions of employment shall be observed, including Labor Discrimination Act 382, approved July 18, 1935, Act No. 414, approved July 19, 1935, (requiring ninety (90) days residence of labor within the State) applicable to building construction.
- 3.4.102 Wages: The Contractor is hereby notified that this contract is subject to the provisions, duties, obligations, remedies, and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 ET Seq., which is incorporated herein by reference as if fully set forth herein.

A complete listing of the U.S. Department of Labor Prevailing Wage Rates applicable to this project and a complete listing of the Pennsylvania State Prevailing Wage Rates applicable to this project are contained at Attachment 1. It shall be the contractor's responsibility to compare the federal and state wage rates for each classification of work and to use the higher rate. It shall also be the responsibility of the contractor to perform and to adhere to all related administrative functions, as required by the U.S. Department of Labor and the Commonwealth of Pennsylvania. All provisions and regulations of the Federal and State Wages Act shall be adhered to in the performance of this work.

- 3.4.103 Products Incorporated into the Work: The Contractor shall provide products (i.e., products, materials, and equipment as defined in the Bid Documents, Section 016000 - Product Requirements) to be incorporated into the work of the project that are new, undamaged, and unused at the time of the installation, unless otherwise indicated in the Contract Documents. The Contractor shall produce, upon request, evidence supporting the source of materials used in the work.

The products provided under the contract shall meet or exceed the quality specified in the Contract Documents. The burden of proof of quality for all products provided rests with the Contractor. All costs incurred for substantiating quality shall be borne by the Contractor. If the School District accepts substituted materials of a lesser quality than specified, the School District shall be entitled to a credit equal to the difference in cost of the products specified and the products provided. Any acceptance by the School District of substituted materials shall neither eliminate nor relieve the Contractor of any liability which exists relative to the products.

The Contractor shall comply with the requirements of the Reciprocal Limitations Act, Act 146 of 1986, the "Aluminum and Steel Products Act" (71 P.S. 773. 101 et seq.), and Act 3 of March 3, 1978, P.L. 6, commonly referred to as the "Steel Products Procurement Act", as outlined in the Special Requirements.

3.5 TAXES

- 3.5.100 It is understood that the School District is exempt from all Excise Taxes and Pennsylvania State Taxes. The Contractor remains liable for the payment of Sales and Use Tax on all materials and fixtures which he purchases or uses for the purpose of fulfilling a construction contract, regardless of the fact that the construction work is being performed for a governmental instrumentality.

3.6 PERMITS, FEES, AND NOTICES

- 3.6.100 The General Contractor shall secure and the Owner shall pay for the building permit. Each Prime Contractor shall obtain and pay for all other permits, licenses and certificates required by Law and/or any public authority for the proper execution and completion of its work. Contractors shall furnish proof of payment for all such permits, licenses and certificates, or proof that no permits, licenses or certificates are required. This proof must be furnished prior to the commencement of work on the project.
- 3.6.101 The Contractor shall give all notices and comply with all applicable Laws, ordinances, regulations, rules and orders of any public authority bearing on the performance of the work. If the Contractor observes that any of the Contract Documents are at variance therewith in any respect, it shall notify the School District in writing. Any necessary modifications will be made by the Professional. If the Contractor performs any work that is contrary to such applicable laws, ordinances, regulations, rules or orders, with or without such written notice to the School District, it assumes full responsibility therefor and shall bear all costs and consequences of time delays attributable thereto.

- 3.6.102 The Contractor shall pay all royalties and license fees. It shall defend all suits or claims for infringement of any patent rights and shall save the School District harmless from loss on account thereof. The School District shall be responsible for all such loss when a particular design, process or the product of a particular manufacturer or manufacturers is specified. However, if the Contractor has reason to believe that the designing process or product specified is an infringement on a patent, it shall be responsible for such loss unless it promptly gives such information to the School District.

3.7 SUPERINTENDENT

- 3.7.100 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the work. The superintendent shall be the agent of and represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. The Contractor, through its superintendent, is responsible for continuous field supervision, coordination and completion of work; prevention of accidents; insuring compliance with all terms and conditions of the project; and any and all other duties and responsibilities which may be expressed or implied from the terms of this Agreement or which may arise or reasonably be foreseen throughout the duration of the project.
- 3.7.101 Job conferences shall be scheduled by the School District and shall be attended by the superintendent or a representative of the Contractor authorized to make all decisions and representations affecting the contract and its progress in the project.
- 3.7.102 The School District reserves the right to remove the contractor's appointed superintendent at any time if, in the discretion of the District's Director of Buildings and Grounds, removal is necessary for any reason. In the event that said removal is requested by the District's Director of Buildings and Grounds, contractor shall remove the superintendent and appoint a new superintendent within 5 business days of the date on which the request for removal is made to contractor.

3.8 PROGRESS SCHEDULE

- 3.8.100 Within seven (7) days of issuance of Notice to Proceed, the Contractor for general construction on the project shall furnish to each separate prime Contractor a schedule of the proposed prosecution of the work under his contract. Each separate prime Contractor shall submit to the Contractor for general construction within 14 (fourteen) days after issuance of the Notice to Proceed, a schedule of the proposed prosecution of the work under their respective contract. The Contractor for general construction shall then submit to the Professional, CM, and the School District within 30 (thirty) days after issuance of the Notice to Proceed, a complete project schedule signed by all prime contractors indicating their approval, and showing in detail to the satisfaction of the Professional, CM and the School District, the proposed coordinated dates for the performance of each phase of the work under each contract on the entire project.
- 3.8.101 In the event that the School District grants an extension of time under Article 4.2, the Contractor receiving the extension of time shall prepare a revised progress schedule for their prime contract, and shall obtain the signatures of all other prime contractors indicating their approval of his revised work schedule. The Contractor receiving the extension shall forward the revised progress schedule to the School District representatives within 10 (ten) days from the approval of the extension. In no event will the granting of an extension of time to one separate prime Contractor automatically entitle any other separate prime Contractor to an extension of time, nor will it entitle the same separate prime Contractor to any additional extensions. Should the granting of one extension create the need for successive extensions, each and every separate prime contractor or subcontractor shall proceed under Article 4.2 in requesting an extension.

- 3.8.102 The Contractor shall complete portions of the work in such order of time as shall be stated in the specifications or as required in the progress charts as approved by all prime Contractors and the School District. The School District may require the Contractor to apply additional resources to maintain the project schedule, if the Contractor fails to prosecute the work according to the approved project schedule, at no additional cost to the School District. If the Contractor shall refuse or fails to proceed as directed by the School District, the School District may find the Contractor in breach of his contract and/or declare the Contractor in default and take any other action, including legal action, that is in its best interest so as to maintain the progress schedule.
- 3.8.103 In lieu of the project schedule requirements specified in this section, the School District may specify alternate scheduling procedures in the General Requirements. In that case, the Contractor shall comply with those provisions and a project schedule need not be submitted as specified herein.

3.9 SHOP DRAWINGS

- 3.9.100 The Contractor shall prepare and submit, in accordance with the Bid Documents, Section 013300 - Submittal Procedures, the necessary shop drawings, diagrams, illustrations, schedules, performance charts, brochures, catalog information and other data required to support the proposed installation methods and establish the standards by which the work will be judged, according to and within the time schedule submitted by the Contractor and approved by the Professional and the School District. Submission of shop drawings and other submittals shall occur within 20 (twenty) days of the signing of this Agreement.
- 3.9.101 The Professional's approval of shop drawings or samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents, unless the Contractor has informed the Professional in writing of such deviation at the time of submission and has noted the deviation on the shop drawings, and the Professional has given written approval of the specific deviation. The Professional's approval also does not relieve the Contractor from responsibility for errors or omissions in the shop drawings or samples.
- 3.9.102 No portion of the work requiring a shop drawing or sample submission shall be commenced until the submission has been approved by the Professional. Any work commenced by the Contractor prior to final approval of the shop drawings and samples, by the Professional, is performed by the Contractor at its own risk and is subject to the Contractor having to replace, correct, and repair the work at his own expense if the Professional fails to approve.

3.10 JOB CONDITIONS

- 3.10.100 Area of Work: The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and the Contractor shall not unreasonably encumber the site with any materials or equipment, unless otherwise permitted by the School District. The Contractor shall at all times keep the work site free from accumulation of waste materials or rubbish created by or resulting from his operations.

The site of the work is defined by limit of contract lines, as shown on the drawings. Contractors may only extend their work beyond this line as may be necessary to satisfy requirements of all permits and to make utility and service connections. Prior to starting any work beyond the limit of contract, the Contractor will submit to the Professional and the School District a written description of the proposed work for their review and written approval.

The Contractor shall cooperate in the arrangements of his work so as to least affect the administration and operation of any present building. The Contractor shall protect and secure his materials, tools, and equipment at all times, when any of the same is not in use. Existing utility

services, roads, and access ways will not be interrupted without prior approval by the School District. The Contractor will comply with the School District's prescribed times for acceptable outage periods.

- 3.10.101 The Contractor shall at all times afford other contractors reasonable access to the site and material storage areas, and the Contractor shall perform its work so as not to interfere with the work of other contractors.
- 3.10.102 The Contractor shall be responsible for providing temporary heat, light, and water as necessary to execute and protect his work, maintaining adequate ventilation of the work site to ensure safe and proper air quality; protecting materials; safely operating equipment; and providing heat, light, water and ventilation as may be required elsewhere in the Contract Documents.
- 3.10.103 The Contractor shall be responsible for obtaining all approvals and certificates of occupancies from local and state authorities having jurisdiction over the project, and the Contractor shall submit the certificates, once obtained, to the School District.
- 3.10.200 Compliance with Laws, Regulations, Ordinances and School District Policies: While on school district property, the Contractor, its subcontractors, and each party's employees and representatives shall comply with all federal, state, and local laws, regulations, and ordinances and all School District policies. This includes compliance with 18 Pa.C.S. Â§ 6306.1 and School District Policy 1415, both of which prohibit the use of any tobacco product (including vaping and electric devices) anywhere on School District property.

ARTICLE 4 **CLAIMS AND DISPUTES**

4.1 CLAIMS FOR CONCEALED, UNKNOWN, OR UNFORESEEN CONDITIONS

- 4.1.100 If conditions are encountered at the site which vary from the original Agreement, were not reasonably discovered during the site visit, and are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown or unforeseen physical conditions of an unusual nature which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then notice by the Contractor shall be given to the School District immediately and before conditions are disturbed and any work is continued and in no event later than five (5) days after first observance of the conditions. If the School District is the observing party, the School District shall give notice to the Contractor as set forth in this section.
- 4.1.101 The School District and the Professional shall promptly investigate such conditions and, if the conditions differ materially and cause an increase or decrease in the Contractor's cost of performance or time required for performance of any part of the work, the Professional shall recommend an equitable adjustment in the contract sum or contract time, or both, based on the standards set forth in Article 6.
- 4.1.102 If the Professional determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Professional shall so notify both the School District and the Contractor in writing. If the School District and the Contractor cannot agree on an equitable adjustment to the contract sum or contract time or both, after receiving the Professional's recommendation, the issue shall be resolved by following the steps set forth under Article 1.2.102.

No adjustment shall be made to the contract sum, however, for concealed conditions encountered during cutting and patching of work.

4.2 CLAIMS FOR ADDITIONAL TIME OR COST AGAINST THE SCHOOL DISTRICT

- 4.2.100 If the Contractor wishes to make a claim arising out of a concealed, unknown, or unforeseen condition for an increase in the Contract Sum, written notice including an estimate of the monetary effect of the condition on the work shall be given to the School District before commencing the work.
- 4.2.101 If the Contractor wishes to make a claim arising out of a concealed, unknown, or unforeseen condition for an increase in Contract Time, written notice shall be given to the School District within five (5) days of the event giving rise to such claim, including an estimate of the probable effect of delay on the progress of the work. Should the Contractor be granted an extension of time, such extension shall be his exclusive remedy for delay to his progress; (i.e., the Contractor shall not be entitled to additional monetary compensation from the School District attributable to such delay, regardless of the cause(s)).
- 4.2.102 The School District shall under no circumstances be liable for, and the Contractor shall under no circumstances submit a claim to the School District for, increased costs, charges, expenses, or damages that result from any extensions, delays, or hindrances from any cause whatsoever, including but not limited to strikes, walkouts, work stoppages, failure of goods, lack of materials or supplies, or inclement weather during any portion of the project. The School District may, however, provide relief to the Contractor for any such delays requested by the School District by extending the time for completion of the work, as provided in the Contract, which extensions shall constitute the exclusive remedy between the parties.

4.3 DISPUTES WITH THE SCHOOL DISTRICT

- 4.3.100 In the event of any other dispute, claim, question or other matter, the Contractor shall immediately refer the disputed item to the Professional for an initial determination, as set forth in Article 1.2.201, which said determination shall be rendered in writing within a reasonable time, after which the Contractor shall proceed with the work associated with the disputed item in the manner determined by the Professional.
- 4.3.101 Any claims or disputed items by the Contractor, whether or not arising out of the Professional's initial determination, must be made known within five (5) days after occurrence of the event giving rise to such disputed item, or within five (5) days after the Claimant first recognizes the condition giving rise to the disputed item, whichever is later. Disputed items shall be made known to the Professional by written notice. An additional disputed item made after the initial disputed items have been implemented by Change Order will not be considered unless submitted in a timely manner and in accordance with the provisions hereof. After notifying the School District and Professional, the Contractor shall follow the procedures outlined in Article 1.2.102. Any legal action or proceeding relating to such claims and disputes, or in any way related to this Agreement and involving the School District as a party, shall be brought only in the Court of Common Pleas of Warren County, Pennsylvania. This Agreement, and any legal action or proceeding related thereto, shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. During the pendency of any claim or dispute related to this Agreement, the parties shall continue to carry out their respective responsibilities under the Agreement, and shall not be relieved from their duties hereunder.

4.4 DISPUTES WITH OTHER CONTRACTORS

- 4.4.100 Should the Contractor, either directly or by the Contractor's subcontractors, agents, representatives, servants, or employees, cause damage or injury to the property or work of any other prime contractor(s) (i.e., contractor(s) in a direct privity of contract relationship with the School District), fail to perform the Contractor's work (including the work of the Contractor's subcontractors, agents, representatives, servants, or employees) hereunder with due diligence or cause a delay to any other prime contractors who shall suffer additional expense or damage thereby, the parties involved in such dispute shall utilize their best efforts to settle by agreement said claim or dispute. If such a claim or dispute cannot be resolved by agreement between the parties in a timely manner, the parties reserve the right to initiate legal proceedings. During the pendency of any claim or dispute hereunder, the parties shall continue to carry out their respective responsibilities under this Agreement and shall not delay completion of the work.
- 4.4.101 The School District shall not be a party to disputes or actions between the Contractor, prime contractors or subcontractors concerning such additional expense or damage. It is agreed by the parties to the contract (the School District as promisee and the Contractor as promisor) that the intent of this clause is to benefit the other prime Contractors on this project and to serve as an indication of the mutual intent of the School District and the Contractor that this clause raise such other prime Contractors to the status of third party beneficiaries only as to the terms and conditions of this Article 4.4. The Contractor agrees that this Article is provided as a benefit to the Contractor and other prime contractors and that it specifically excludes claims against the School District for delay or other damages.
- 4.4.102 The Contractor agrees and shall require all prime contractors and subcontractors to agree that all claims, disputes and other matters in question between prime Contractors, which arise out of, or are related to this contract or the breach thereof shall be settled by agreement or, if an agreement cannot be reached, then agree to resolve said matters through a claim filed with the Court of Common Pleas of Warren County, and agree that the School District shall not be joined as a party in such matters without the School District's consent. If the Contractor violates this provision and the School District consequently must utilize legal counsel, the Contractor understands and agrees that the Contractor shall be responsible for the payment of all reasonable costs and attorney fees that are incurred by the District as a result of the violation.
- 4.4.103 The School District shall not be a party to the claim, dispute or other matter in question, but shall be a witness in any litigation at the request of any party to the litigation.

ARTICLE 5

SUBCONTRACTORS

- 5.1 A Contractor may not, except with the consent of the School District, have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- 5.2 Subcontractors employed by the prime contractors are solely responsible to the prime Contractor, and shall have no contractual relationship with the School District.
- 5.3 All work performed for the Contractor by a subcontractor shall be pursuant to an appropriate agreement between the Contractor and the subcontractor. All agreements between the Contractors and subcontractors shall contain provisions that:
- A. Preserve and protect the rights of the School District, the Professional, and Construction Manager under the Agreement with respect to the work to be performed under the subcontract, so that the subcontracting thereof will not prejudice such rights;

- B. Require that such work be performed in accordance with the terms, conditions and requirements of the Contract Documents.
- C. Require that all claims for additional costs, extensions of time or other issues with respect to subcontracted portions of the work be submitted to the Contractor in the manner provided in the Contract Documents for like claims by the Contractor upon the School District or any other prime contractor.
- D. Require that each subcontractor and/or supplier fully warrants and guarantees for the benefit of the School District as purchaser the effectiveness, fitness for the purpose intended, quality and merchantability of any item provided and/or installed by such subcontractor.
- E. Require that the subcontractor is without privity of Contract to the School District and that it agrees by signing the subcontract that it neither acquires nor intends to acquire any rights against the School District on a third party beneficiary theory or any others.
- F. State that the subcontractor waives its rights to file a mechanics or other lien or claim against the School District or its property for work done or materials furnished under this Agreement.
- G. The Contractor shall not sublet or assign any part of this contract without written approval of the School District. Prior to the School District issuing the Notice to Proceed, the Contractor shall submit a list of all subcontractors he proposes to use for written approval by the School District.

5.5 REPLACING SUBCONTRACTORS

- 5.5.100 The School District has the right to direct the Contractor (at no additional cost to the School District) to replace any subcontractor to whom the School District objects, for any one of the following reasons:
- A. the subcontractor has failed to work in accordance with the contract provisions, follow the rules and regulations regarding Contractor performance, comply by following the requirements for maintaining order and reasonable conduct of its employees;
 - B. the subcontractor has defaulted or failed to perform on previous School District projects;
 - C. the subcontractor has been suspended or debarred from doing business with the School District or the Commonwealth of Pennsylvania;
 - D. any other reason which gives the School District reasonable grounds to request subcontractor's removal.
- 5.5.101 If the School District directs the Contractor to replace any subcontractor under the terms stated above, the Contractor shall submit, in writing, the name of another subcontractor to the School District for the School District's written approval prior to the commencement of work on that subcontractor's portion of the Project.

ARTICLE 6 CHANGES IN THE WORK

6.1 RIGHT TO ORDER CHANGES

- 6.1.100 The School District alone, without invalidating the Agreement, may order changes in the work within the general scope of the Agreement, which consist of additions, deletions, or other revisions.

Such change orders shall be issued in writing and signed by an authorized School District representative, and the receipt of the same shall be acknowledged by the signature of the Contractor. The signed change order shall be obtained prior to the commencement of any work being done as a result of the change order. If, however, the School District accepts work prior to receiving and accepting a written change order, this in no way excuses or eliminates the duty of the Contractor herein to submit change orders to the School District and to obtain prior written approval.

- 6.1.101 The contract sum and time shall be adjusted accordingly, as the same may relate to and be affected by the cost of the work being added, deleted, or revised, and its impact on completion of the work. The Contractor agrees that an extension, if any is determined to be necessary, shall be the exclusive compensation for any such addition, deletion, or other revision to the original agreement. If a written and signed change order is not in place, there shall be no additional payment, if any is due, for work performed.
- 6.1.101 Change orders resulting in delays shall be treated as follows:
- A. An excusable delay, one for which the Contractor has a valid excuse and is entitled to an extension of time to complete the contract, pursuant to other provisions hereof, does not necessarily entitle the Contractor to additional compensation.
 - B. An inexcusable delay, one for which the Contractor has no excuse, is never compensable. Such delays include, but are not limited to, situations in which the Contractor accepted a risk that certain events might occur and such risks did occur, such as default of a subcontractor or performance failures of the Contractor's employees, representatives, or agents.
 - C. Minor changes in the work not affecting the contract sum or contract time, consistent with the intent of the Contract Documents, may be directed by the School District without additional compensation or time extension.
 - D. Work that can reasonably be done concurrently with other contract work, without significant addition of labor or equipment or extending the contract completion date, will not be subject to time extension.
- 6.1.104 The School District reserves the right to accelerate the schedule for this project. The School District acknowledges that the Contractor may incur additional costs because of any acceleration. If the School District accelerates the schedule, the payment of additional costs incurred by the Contractor shall be determined under Article 6.2.100. If, however, the School District orders an acceleration for the purpose of curing a delay which has been caused by the Contractor, any associated or resulting additional costs are not compensable to the Contractor.
- 6.1.105 Design changes which arise as a result of an error or omission by the Professional shall be completed without cost or time penalty to the School District; for any additional cost caused by the changes, the Contractor agrees to look exclusively to the Professional for payment. Any resulting costs savings will be credited to the School District.
- 6.1.106 The Contractor may order changes in writing to the agreements with subcontractors only after receiving written acknowledgment and acceptance of the change order by the School District's authorized representative on the body of the written change order.
- 6.1.107 Emergency changes may be ordered by Professional or School District for the sole reason of insuring safety, both at the worksite and on the property after completion of the project. The financial responsibility for such emergency change orders shall be determined by the process set forth in Article 1.2.102.

6.2 CHANGE ORDERS

- 6.2.100 The cost or credit of the changed work will be determined by one of the methods described herein:
- A. By a detailed cost breakdown properly itemized. The breakdown shall include size, quantity, type, etc., and may include a maximum of ten percent (10%) markup to labor costs and a maximum of ten percent (10%) markup to material and equipment costs for overhead and profit.

The Contractor may include a maximum of ten percent (10%) total markup to any subcontractor costs for overhead and profit. Subcontractors cannot exceed the markups stated herein for labor, material, or equipment costs.
 - B. By unit prices stated in the bid proposal and accepted by the School District.
 - C. From unit prices as agreed upon in the Schedule of Values.
- 6.2.101 The District will not pay rental fees for tools, equipment, welder's lift, scaffolding, or any other machinery or equipment used by the Contractor in completing work being performed under a change order.
- 6.2.102 The Contractor shall not be entitled to profit or overhead which is lost as a result of deleted work, but shall be entitled to the overhead attributed to the items of work deleted from the Schedule of Values only when the contract completion date is not reduced.
- 6.2.103 Changes in the project shall be carried out in the same manner, with the same professionalism, and under the same standards as work that is performed under the remaining provisions of the Agreement.

6.3 UNILATERAL CHANGE ORDER

- 6.3.100 In the event that an agreement cannot be reached as to the cost or credit of the changed work, the School District shall prepare a cost estimate, and the Contractor will be issued a unilateral change order to proceed with the changed work at a cost which shall not exceed the School District's estimate. The Contractor shall proceed with the work and maintain accurate records of the actual cost of labor and material to perform the work.
- 6.3.101 Upon completion of the work, if the Contractor's actual cost including profit and overhead for the work, does not exceed the School District's not-to-exceed cost estimate, a new change order will be issued in the amount of the Contractor's actual cost.
- 6.3.102 If the work has not been completed and the Contractor's actual cost has equaled or exceeded the not-to-exceed limit of the unilateral change order, the School District will audit the Contractor's actual cost and subsequently attempt to negotiate a cost for the remaining work. If an agreement cannot be reached for the remaining work, another unilateral change order will be issued at the School District's revised cost estimate to complete the work. In this case, the Contractor retains the right to claim for equitable adjustment under the disputes clause of this agreement.

ARTICLE 7 TIME

- 7.1** The time specified for the contract completion is **December 29, 2023**. The date for commencement of the work is the date of the Notice to Proceed. Should the School District, for any reason whatsoever, fail to issue the Notice to Proceed, the day that the work actually commences shall be deemed to be the day that the Notice to Proceed is given. On site work shall commence no later than ten (10) days after the date of the Notice to Proceed. However, these ten (10) days will be deducted from the total allowed for completion.
- 7.2** Time extensions may be granted only under the terms of this Agreement found in Article 3.8.101, Article 4.2.101, Article 6, and Article 12.

ARTICLE 8

PAYMENTS AND COMPLETION

8.1 SCHEDULE OF VALUES

- 8.1.100** The contract sum is stated in the agreement and is the total amount payable for the performance of the work in compliance with the Contract Documents. Before any application for payment is submitted, the Contractor shall submit to the School District for its approval a detailed breakdown of the costs indicating a schedule of quantities and values for the items of work included in the contract, as required in the Bid Documents, Section 012900-Payment Procedures. Each item in the Schedule of Values shall include its proper share of overhead and profit.
- 8.1.101** The Schedule of Values, when approved by the School District, shall be used as a basis for the Contractor's application for payments. This Schedule of Values as amended and approved by the School District throughout the project shall also reflect any additional costs or credits to the School District resulting from the changes in the work.

8.2 APPLICATIONS FOR PAYMENT

- 8.2.100** The Contractor may submit monthly Applications for Payment to the Professional requesting that progress payments be made after completion of relevant portions of work as provided for in the attached Schedule of Completion. If the Professional accepts the Application for Payment, the Professional shall issue a Certificate of Payment to the School District. Payments shall be made by the School District within thirty (30) days of receipt and approval of Certificate of Payment from the Professional.
- 8.2.101** An amount equal to ten percent (10%) of the value of the work completed will be retained from all progress payments until fifty percent (50%) of the work is completed. Thereafter, five percent (5%) of the value of the completed work shall be retained contingent upon the contractor making satisfactory progress, and the work being completed according to the Contract Documents. Any amounts withheld and not retained by the School District under any other provision hereof shall be disbursed to Contractor upon final completion of the project. The School District may, however, withhold up to one and one-half (1-1/2) times the amount of any possible liability for disputes that arise between any prime Contractor and the School District.
- 8.2.102** The Contractor warrants and guarantees that title to all work, materials, and equipment covered by an application for payment, whether incorporated in the project or not, shall pass to the School District upon the receipt of such payment, free and clear of all terms, claims, security interests, or encumbrances.
- 8.2.103** The Professional may decline to approve any Application for Payment and the School District may decline to approve any Certificate of Payment, or portion thereof, as a result of evidence discovered

or inspections, which may nullify the whole or part of any Application for Payment or Certificate of Payment, to such extent as may be necessary to protect the School District from loss because of:

- A. Defective work, which has not remedied;
- B. Third party claims filed or reasonable evidence indicating probable filing of such claims;
- C. Failure of the Contractor to make timely and sufficient payments to subcontractors, laborers, or suppliers of materials and equipment;
- D. Reasonable evidence that the work can be completed for the unpaid balance of the Contract Sum;
- E. Damages to the School District or another Contractor or subcontractor;
- F. Reasonable evidence that the work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;
- G. Unsatisfactory prosecution of the work by the Contractor.
- H. Any other condition which exists which would make approving or issuing the Application or Certificate contrary to the best interests of the School District.

8.2.104 The Contractor shall pay subcontractors in a timely fashion for their earned share of each payment. Neither the School District, nor the Professional shall have any obligations to pay, or to see the payment of, any monies to any subcontractor except as may be otherwise required by law.

8.2.105 An Application for Payment, a Certificate of Payment, a progress payment, or any partial or entire use or occupancy of the project by the School District shall not constitute an acceptance of any work not completed in accordance with the Contract Documents.

8.2.106 Contractor shall not suspend work or terminate this Agreement because of a single late payment. Only if Owner repeatedly fails to make timely payments of substantial amounts which constitute a material breach, is the Contractor justified in suspending work or terminating this Agreement.

8.2.107 Partial Occupancy or Use: The School District may occupy or use any completed or partially completed portion of the building which is the subject of this project at any stage as long as the School District and the Contractor so agree. Partial occupancy or use may commence whether or not the portion is substantially complete, provided the School District and the Contractor have accepted in writing the responsibilities assigned to each of them for payments, security, maintenance, heat, insurance, etc.

Immediately prior to such partial occupancy or use, the School District, Contractor, and Professional shall jointly inspect the area to be occupied and shall record the status and condition of the work. Prior to occupancy, the School District, Contractor and Professional shall adjust, if necessary, the schedule for completion or correction of this work and shall set forth the date(s) for the commencement of warranties.

8.2.108 Payment at Substantial and Final Completion: Upon completion of these phases, the School District may agree to release payment to the Contractor, less one and one-half (1-1/2) times the dollar amount of the uncompleted work items, including but not limited to the following:

- A. Items of work that cannot be completed until a later, agreed upon date because of unseasonable considerations, such as bituminous paving, landscaping, etc.;
- B. Items of work subject to subsequent completion dates, which have been agreed to in writing by the School District;
- C. Items of work shown on a punch list which has been developed by the School District or the Professional.

Payment of any remaining 1-1/2 times amount which has been withheld will be made upon satisfactory completion of the work specified in the Contract Documents and completion of all requirements listed in the Bid Documents, Final Application for Payment, Section 012900 - Payment Procedures, and Section 017000 - Closeout Procedures.

8.3 Any person, co-partnership, association, or corporation furnishing labor, materials, equipment, renting equipment, or rendering public utility services in connection with performance of this contract shall have a right of action to recover the cost thereof from the Contractor and the Surety on the bond given to secure the payment for such labor, materials, equipment, equipment rental, and services rendered by public utility as though such person or corporation had been named as obligee in such bond, subject to the provisions of the act of December 20, 1967, P.L. 869, Act No. 385 (8 P.S. 191 et seq.).

8.4 NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS

8.4.100 Neither the School District, the Professional, nor the CM shall be precluded or estopped by the approved applications for payment made or given by any of them or by any of their agents, representatives, or employees, at any time, either before or after the completion and acceptance of the work and payment thereof, from showing the true and correct amount and character of the work performed and materials and equipment furnished by the Contractor. The School District and/or the Professional or CM may show at any time that any such approved applications for payment are untrue or incorrectly made in any particular or that the work, materials, equipment, or any parts thereof do not conform to the Contract Documents.

8.4.101 The School District shall have the right to reject the work completed on this project, in whole or in part, and any materials or equipment utilized in this Project should the said approved applications for payment be found or be known to be inconsistent with the terms of the contract, or otherwise improperly given. The School District shall not be precluded or estopped, notwithstanding any such approved applications for payment in accordance therewith, from demanding and recovering from the Contractor or his Surety, or both, such damages as it may sustain by reason of the Contractor's failure to comply with the terms of the Contract Documents, or on account of any overpayments made on any approved applications for payment.

8.4.102 Neither the acceptance of the work by the School District, the Professional, or the CM or any of their agents, representatives, or employees, nor any certificate approved for payment of money; nor any payments for, nor acceptance of the whole or any part of the work by the School District, nor any extension of time, nor any position taken by the School District or its employees, shall operate as a waiver of any portion of the contract or any power herein reserved by the School District or any right to damages. A waiver of one breach of the contract will not be held to be a waiver of any other or subsequent breach, whether relating to the same matter or to a different matter.

ARTICLE 9
PROTECTION OF PERSONS AND PROPERTY

9.1 SAFETY PRECAUTIONS AND PROGRAMS

- 9.1.100 The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs required under his portion of the work, as described in Rider A, Scope of the Work.
- 9.1.101 The Contractor shall designate a responsible member of its organization who shall be at the site and who shall have among his duties the prevention of accidents. This person shall be the Contractor's superintendent unless the Contractor notifies the School District and the Professional in writing that another individual is responsible for the prevention of accidents.

9.2 SAFETY OF PERSONS AND PROPERTY

- 9.2.100 The Contractor shall take all reasonable precautions for the safety of, and shall provide all reasonable protection to prevent damage, injury or loss to:
- A. All persons working on this project, whether or not a direct employee, agent, or representative of the Contractor, and all other persons who may be affected thereby;
 - B. All work, tools, materials, and equipment to be used in this project, whether being actively used or in storage, on or off the site, or any one of the same which is under the care, custody or control of the Contractor or any of his subcontractors; and
 - C. Other property either at the site or adjacent thereto, including but not limited to trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction or not intended for the treatment given.
- 9.2.101 The Contractor shall comply with all applicable, laws, ordinances, rules, regulations and orders of any public agency or authority having jurisdiction over the health, safety, or welfare of persons or property involved with the project or existing for the purpose of protecting them from damage, injury, or loss. The Contractor shall erect and maintain, as required by existing laws, regulations, rules, ordinances and orders or as dictated by conditions and progress of the work, until the acceptance of the completion of his portion of the project, all reasonable notices and safeguards for safety and protection, including posting danger signs, posting warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities.
- 9.2.102 Explosives shall not be used in the work without specific written approval by the School District of the Contractor's plan for storing and using the explosives and manner of accomplishing the work. The Contractor shall provide a Blasting Permit, if required; the license for the individual using the explosives and doing the blasting; and the Certificate for Insurance, indicating that blasting is included in the coverage, all of which shall be kept on file by the School District.

9.3 EMERGENCIES

- 9.3.100 In any emergency affecting the safety of persons or property, the Contractor shall act, at his discretion, to prevent threatened damage, injury or loss. Any additional compensation or extension of time claimed by the Contractor on account of emergency work shall be determined as provided by the applicable provisions of this Agreement.

ARTICLE 10

INSURANCE

10.1 GENERAL

The Contractor shall supply insurance for both on-site and off-site Work as follows:

- 10.1.1 Contractor shall provide, pay for and maintain (and shall require Subcontractors of all tiers to provide, pay for and maintain) insurance of the type and limits set forth below. Such insurance shall be maintained in full force and effect from the commencement of the Work by Contractor until final acceptance of the entire Project or the completion of all post-acceptance warranty or related Work by Contractor, whichever is later, and shall be for both on-site and off-site Work.
- 10.1.2 Automobile Liability insurance covering all owned, non-owned, and hired vehicles used by Contractor and Subcontractors for all operations both on and off the Project Site, with a minimum limit of One Million Dollars (\$1,000,000) Combined Single Limit Per Accident for Bodily Injury and Property Damage.
- 10.1.3 Professional Liability insurance if Contractor (or applicable Subcontractors) will perform or retain others to perform professional services in connection with the Work, including engineering, architectural, medical, testing, environmental assessment or remediation, or design-build services, with a minimum limit of One Million Dollars (\$1,000,000) Per Wrongful Act, Error, or Omission, and a minimum Two Million Dollars (\$2,000,000) Annual Aggregate Limit.
- 10.1.4 Owned and Non-Owned Aircraft. If an aircraft, whether owned or non-owned by the Contractor or any Subcontractor, is used in connection with the Work by the Contractor or any Subcontractor of any tier, the Contractor or Subcontractor, as applicable, shall advise the Owner or its representatives, shall provide a written explanation of the planned use of the aircraft, and shall provide Aircraft Liability Insurance at its sole cost and expense, the conditions and limits to be established by the Owner. The Owner reserves the right to prohibit the use of any aircraft in connection with the Work under this Contract. The minimum limit will be Five Million Dollars (\$5,000,000). This insurance shall be primary to all other insurance.
- 10.1.5 Asbestos and/or Lead Abatement. Asbestos and/or Lead Abatement Liability Insurance with limits of Ten Million Dollars (\$10,000,000) Each Occurrence and Ten Million Dollars (\$10,000,000) Aggregate when Work includes asbestos and/or lead abatement activities.
- 10.1.6 Workers' Compensation insurance providing statutory benefit limits under Pennsylvania's Workers' Compensation law and minimum limits under Coverage Part B (Employer's Liability) of Five Hundred Thousand Dollars (\$500,000) for Each Accident for Bodily Injury by Accident, Five Hundred Thousand Dollars (\$500,000) Each Employee for Bodily Injury by Disease, and Five Hundred Thousand Dollars (\$500,000) Policy Limit for Bodily Injury by Disease. The insurance shall cover all operations of Contractor (or the applicable Subcontractor). Such insurance shall be endorsed to include "Other States Coverage".
- 10.1.7 Commercial General Liability insurance covering all Operations/ Work of Contractor (or the applicable Subcontractor). Such insurance shall be written on an Occurrence form. Coverage shall not be provided under a "Claims-Made" or "Modified Occurrence" policy without the prior, expressed written consent of Owner. Such insurance: (i) Shall be no less comprehensive and no more restrictive than the coverage provided by the standard Insurance Services Office (ISO) form CG 00 01 (12/04); (ii) shall include by its terms or appropriate endorsements Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Independent Contractors, Products and Completed Operations coverages for 5 years; (iii) shall include Products Liability coverage for any

products manufactured, assembled, or otherwise worked upon away from the Project Site; and (iv) shall include coverage for “x” (explosion), “c” (collapse), and “u” (underground) exposures. Such insurance shall have the following minimum limits:

For the Contractor:

\$5,000,000 Each Occurrence;
\$5,000,000 General Aggregate per Project; and
\$5,000,000 Products/Completed Operations Aggregate (5 Years)

For all Subcontractors:

\$1,000,000 Each Occurrence;
\$2,000,000 General Aggregate per Project; and
\$1,000,000 Products/Completed Operations Aggregate (5 Years)

10.1.8 The Owner, the Architect and its Consultants, the Construction Manager, and the Clerk of the Works shall be named as Additional Insureds on the insurance policies described herein. Coverage afforded to the Owner, the Architect and its Consultants, the Construction Manager, and the Clerk of the Works as Additional Insureds under said policies shall be primary to any insurance carried by Owner, the Architect and its Consultants, the Construction Manager, and/or the Clerk of the Works.

10.1.9 Any costs incurred by the Contractor or Subcontractors in securing said insurance shall be reimbursed by the Owner as part of the Cost of the Work, and the Contract Price shall be revised by Change Order to be increased by the amount of such additional cost.

10.2 GENERAL PROVISIONS RELATING TO INSURANCE

10.2.1 All insurance required by this Contract shall be from insurance companies authorized to transact that class of insurance in the Commonwealth of Pennsylvania and having a minimum rating of (or equivalent to) A- VIII by A.M. Best & Company. When required, certificates must be personally and manually signed by the authorized representative of the insurance company shown on the certificate with proof that he/she is an authorized representative thereof and provided to the Owner’s Representative as evidence of insurance required herein. In addition, certified, true and exact copies of all insurance policies required by this Contract shall be provided by Contractors and Subcontractors within a reasonable period of time upon written request.

10.2.2 All of the insurance provided by the Contractor under the terms of this Contract shall provide primary coverage with respect to the Work, unless noted otherwise herein. Any other insurance maintained by Owner, Contractor, or Subcontractor shall be in excess of this insurance and shall not contribute to it.

10.2.3 The issuing insurers will endeavor to provide thirty (30) Days written notice to the Owner and Contractor of any cancellation, intent not to renew, or reduction in the policies’ coverage except in the application of the Aggregate Limit Provisions.

10.2.4 The insurance coverages and limits required under this Contract are designed to meet the minimum requirements of the Owner. They are not designed as a recommended insurance program for the Contractor or its Subcontractor; and meeting these minimum requirements does not relieve such persons or entities of their obligations under any other Paragraph of this Contract. The Contractor shall not be prevented from acquiring, at its own expense, any other additional insurance coverage it deems necessary for the protection of its Work under the Contract.

- 10.2.5 The amounts and types of insurance required by the Contract shall conform to the minimum requirements set forth in this Article 10, utilizing Insurance Services Office (ISO) policies and endorsements where applicable.
- 10.2.6 All of the insurance required by this Article 10 shall be issued as required by law and shall be endorsed, where necessary, to comply with the minimum requirements contained herein.
- 10.2.7 Owner may elect at any time during the term of this Contract to require Contractor to procure and maintain other or additional insurance. Notice of such election shall be given at least Sixty (60) Days prior to the effective date of the required modifications. Any additional costs incurred by the Contractor or Subcontractors in securing said other or additional insurance shall be reimbursed by the Owner as part of the Cost of the Work, and the Contract Price shall be revised by Change Order to be increased by the amount of such additional cost.

ARTICLE 11

UNCOVERING AND CORRECTION OF WORK

11.1 UNCOVERING OF WORK

- 11.1.100 Work performed under the contract is subject to inspection by the School District. If a portion of the work is covered, contrary to the request of the School District, Professional, or CM, it must, if required by the School District, Professional, or CM, be uncovered.
- 11.1.101 If a portion of the work has been covered which the School District, Professional, or CM has not specifically requested to observe prior to being covered, the School District, Professional, or CM may request to see such work, and it shall be uncovered by the Contractor. If such work is found to be in accordance with the Contract Documents, the cost of uncovering and recovering shall be charged to the School District.
- 11.1.102 Any work that is not performed or completed in accordance with the Contract Documents, or which does not meet the usual and customary industry standards and fails an inspection shall be removed and replaced by the Contractor, within the period specified by the School District by written notice, at the Contractor's sole expense and with no additional cost to the School District. The School District may, upon failure by the Contractor to replace the nonconforming work, have the work removed and replaced at the Contractor's expense.
- 11.1.103 The School District's right to inspect and the terms specified herein for uncovering, repairing, replacing, and recovering work shall continue throughout the one-year warranty period following the completion of the Project.

11.2 CORRECTION OF DEFECTIVE OR NON-CONFORMING WORK

- 11.2.100 The Contractor shall promptly correct all work rejected by the School District, Professional, or CM as defective or as failing to conform to the Contract Documents, whether observed before or after substantial completion and whether or not fabricated, installed, or completed. All defective or non-conforming work shall be promptly removed from the site. The Contractor shall bear all costs of correcting such rejected work, including the cost of the CM's or Professional's additional services and any additional cost incurred by the School District. Should the Contractor fail to respond in an expedient manner, the School District may correct the work under Article 2.2 - the School District's Right to Carry Out the Work.

- 11.2.101 If, within one year after the date of substantial completion and acceptance of all work performed under the Contract or within such longer period of time as may be prescribed by Law or by the terms of any applicable special guarantee required by the Contract Documents, any of the work is found to be defective or not in accordance with the Contract Documents, the Contractor shall correct it promptly after receipt of a written notice from the School District to do so.

The Bond required by this Agreement shall provide a guarantee in the amount of ten percent (10%) of the total Contract sum to be allocated for the removal or correction of such defect or nonconforming work. If the corrective work is not commenced within five (5) days after notification by the School District to the Contractor and thereafter prosecuted to completion (with all work to be completed within thirty (30) days after notification), the School District may do the work and submit those costs to the Contractor's Surety for reimbursement. An amount equal to the amount of the work not completed by the Contractor shall then be deducted from the total amount to be paid by the School District to the Contractor. If all amounts due under this contract have been paid in full, the School District reserves all rights including, but not limited to, demand and action against the surety under the bond to recover amounts expended by the School District to remove or correct defects or nonconforming work.

- 11.2.102 The Contractor shall bear the cost of making good all work of other Prime Contractors destroyed or damaged by such removal or correction.

- 11.2.103 If the Contractor has not corrected any defective or non-conforming work within the thirty (30) day time period provided for in Article 11.2.101, the School District may remove and store the materials and/or equipment at the expense of the Contractor. If the Contractor does not pay the cost of such removal and storage within ten (10) days thereafter, the School District may, upon ten (10) additional days written notice, sell such materials and equipment at auction or at private sale and, after deducting all costs that should have been borne by the Contractor pursuant to the provisions of this paragraph, shall account for the net proceeds of the sale. If such proceeds of sale do not cover all costs that the School District had to bear, the difference shall be charged to the Contractor and an appropriate change order shall be issued. If the payments then or thereafter due to the Contractor are not sufficient to cover such amount, the Contractor and/or the Contractor's Surety shall pay the difference to the School District.

- 11.2.104 The obligations of the Contractor under this section are in addition to and not in limitation of any obligations imposed upon the Contractor by special guarantees required by the Contract Documents or otherwise prescribed by law. Correction of defective work in no way reduces or eliminates the Contractor's responsibilities under the warranty provisions of the contract.

11.3 ACCEPTANCE OF NON-CONFORMING WORK

- 11.3.100 If the School District elects to accept non-conforming work, it may do so instead of requiring its correction or removal and replacement. If nonconforming work is accepted, a change order shall be issued to reflect an appropriate reduction in the Contract Sum, or, if the amount is determined after final payment, it shall be paid by the Contractor and/or its Surety. In this case, all the costs of uncovering and recovering the work shall be at the expense of the Contractor, and which costs shall not be included as part of any deduct change order.

ARTICLE 12
SUSPENSION OF THE WORK/ DELAYS/ACCELERATION

12.1 SUSPENSION OF WORK FOR CONVENIENCE

12.1.100 The School District may order the Contractor in writing to suspend all or any part of the work for such period of time as it may determine to be appropriate for the convenience of the School District. This paragraph does not apply to conditions enumerated in Article 12.2-Suspension of Work Due to Unfavorable Conditions.

12.1.101 If the performance of all or any part of the work is, for an unreasonable period of time (which shall, at a minimum, be a period of ten (10) business days) voluntarily suspended by the School District, an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by such unreasonable suspension. A change order shall be executed, evidencing the necessary changes.

No adjustment shall be made under this clause for any suspension to the extent that performance would have been so suspended by any other cause, including the fault or negligence of the Contractor or for which an equitable adjustment is provided for or excluded under any other provision of this Contract.

12.1.102 No claim for additional amounts under this clause shall be allowed unless the claim is asserted and states a specific amount being requested in writing in no more than seven (7) days after the termination of such suspension. The claim may not be asserted later than the date of Final Completion under the Agreement.

12.2 SUSPENSION OF WORK DUE TO UNFAVORABLE CONDITIONS

12.2.100 If, in the judgment of the School District, the Contractor is taking undue risk of damage to any part of a structure or installation by proceeding with the work during unfavorable weather or other conditions, then the School District may suspend the work temporarily, either wholly or in part, for such periods as are necessary. In case of such suspension, a proper extension of time will be allowed as provided herein, but no allowance will be made to the Contractor for any expense or damages resulting from the suspension. Such a suspension and any resulting delays shall be evidenced on a properly executed change order. The failure of the School District to suspend the work does not relieve the Contractor of its responsibility to perform the work in accordance with the Contract Documents.

12.2.101 The School District may require a suspension of the work if, in its opinion, unforeseen conditions warrant such stoppage. When the School District directs resumption of the work, the Contractor shall resume full operations within a period of ten (10) days after the date of written notice to do so. The School District is not liable for any damage or anticipated profits on account of the work being suspended.

12.2.102 Any work done by the Contractor during the period of suspension is its responsibility. The Contractor shall receive no payment for the work unless the construction is subsequently resumed and the work done during the intervals of suspension can be utilized in the resumed work. However, the Contractor shall receive no money in addition to what is provided for in the Contract sum, as stated in this Agreement. If the work done during intervals of suspension is utilized, the Contractor will be entitled to receive the amount of compensation previously allocated to that portion of the work under this Agreement.

- 12.2.103 Suspensions of work as outlined above shall not in themselves operate to extend the Contract date of completion. Requests for extension of time shall be submitted in writing by the Contractor, setting forth its reasons for the extension in the same manner as set forth for change orders.

12.3 SUSPENSION OF WORK FOR FAULT OF THE CONTRACTOR

- 12.3.100 Should the Contractor fail to comply with the orders of the School District relative to any replacement, repair, removal, or other aspect of the work, the School District may suspend the work on any or all parts until its orders respecting the particular parts are complied with. In case of such suspension, which shall be considered due to the fault of the Contractor, no extension of time shall be given and no allowance will be made for the expenses incurred by the Contractor during the suspension period.

12.4 FORCE MAJEURE

Except as provided below, the School District shall not be responsible for or liable in any way for any delay or failure of the work provided for hereunder if such delay or failure is created or caused by fire, flood, war, tornadoes, or any other force majeure or Act of God. If any such delay or failure continues for a period of ten (10) days or more and the Contractor has provided written notice to the School District of said delay or failure, then the Contractor will be entitled to an extension equivalent to the amount of time that the force majeure continues. If any such delay or failure continues for a period of less than ten (10) days, the Contractor will be entitled to no time extension under this Article.

ARTICLE 13 **TERMINATION OF THE AGREEMENT**

13.1 TERMINATION FOR CONVENIENCE

- 13.1.100 The School District may, at any time and for any reason, by written notice to the Contractor, terminate this Agreement for the convenience of the School District. In such case, the Contractor shall be paid and shall accept payment only for that portion of the entire Contract actually performed to the date of termination, excluding, however, any loss of anticipated profits. Disputes as to the sum payable to the Contractor shall be settled in accordance with the Disputes Article of the Agreement.
- 13.1.101 Such termination shall be effective in the manner and at the time specified in such notice and shall be without prejudice to any claims which the School District may have against the Contractor. Upon receipt of such notice from the School District, the Contractor shall immediately discontinue all work and the placing of all orders for materials, equipment, facilities, and supplies in connection with the performance of this Contract. The Contractor shall immediately cancel all existing orders and terminate work under all subcontracts insofar as such orders relate to or are affected by this Agreement.
- 13.1.102 Upon termination of this Agreement, as provided in this paragraph, full and complete adjustment and payment of all amounts due to the Contractor arising out of this Agreement as determined by an audit conducted by or for the School District, as soon as practicable after such termination, shall be made as follows:
- A. The School District shall reimburse the Contractor for all costs incurred to date of termination, including reasonable overhead expense made in the performance of this Contract, less amounts previously paid.

- B. The School District shall reimburse the Contractor for all costs to which the Contractor has been subjected or is legally liable for by reason of the termination of this Contract, including reasonable costs related to cancellation of orders, termination of subcontracts, etc.
- C. The sum total of the payments made under this paragraph shall not exceed the total amount of the Agreement, less payments previously made.
- D. Title to all property accruing to the School District by reason of the termination of this Contract shall immediately vest in the School District, and the Contractor will execute and deliver to the School District all papers necessary to transfer title.
- E. The School District or its representative shall be afforded full access to all books, correspondence, receipts, payroll information, data, and papers of the Contractor relating to this Contract in order to determine the amount due.

13.2 TERMINATION UPON DEFAULT OF THE CONTRACTOR

- 13.2.100 If the Contractor defaults on the terms of this Agreement; refuses or fails to supply properly skilled workmen or proper materials; disregards laws, ordinances, rules, regulations or orders of any public authority having jurisdiction over this project; fails to proceed as directed by the School District; performs the work unsuitably; neglects or refuses to remove materials or replace rejected work; discontinues the prosecution of the work without approval of the School District; or otherwise is guilty of a violation of a provision of the Contract Documents, the School District may, without prejudice to any of its other rights or remedies, give the Contractor and its Surety written notice that the Contractor has seven (7) days from the date of receipt of the School District's notice to cure the default set forth in the notice.

The discretion to declare the Contractor in default is solely the School District's, and no party whether bound by this Agreement to the School District or attempting to raise a third party relationship, has standing to raise the failure of the School District to exercise its discretion, if default is the basis of a claim against the School District.

Should the Contractor fail to cure said default within the specified time, the School District may terminate the Agreement between the School District and the Contractor, and the School District may take possession of the site and of all materials, equipment, tools, construction equipment, and machinery, which is owned by the Contractor and located on the property and may finish the work by whatever method it may deem expedient. The School District also may take possession of any materials purchased by Contractor for this project, but which are not located at the site, including, but not limited to, those materials which have been ordered but not received and materials received but stored at a location separate from the site.

- 13.2.101 The Contractor is not entitled to receive any further payment until the work has been completed, at which time the Contractor shall be paid any remaining amounts due under this Agreement. If the unpaid balance of the Contract sum exceeds the cost of finishing the work, including compensation for the CM's or Professional's additional services and any other damages which the School District has incurred in accordance with the Agreement, such excess shall be retained by the School District. If such costs exceed the unpaid balance, the Contractor shall be responsible for said amounts, and shall pay such costs directly to the party to whom the amounts are due.
- 13.2.102 In the event the School District wrongfully terminates the contract, as determined under the disputes section of the General Conditions, such termination shall be considered termination for convenience. The Contractor shall be paid only for the work completed to the termination date and for the materials delivered to the site which are peculiar to the project.

ARTICLE 14

DEFINITIONS

- 14.1** As used in these General Conditions, and in the Agreement, the following definitions shall be applicable herein, unless the context clearly dictates otherwise.
- A. Agreement means the Agreement or Contract, for construction services of which these General Conditions are made a part. The term “Agreement” shall be interchangeable with the term “Contract” throughout this document.
 - B. Change Order is a written order to the Contractor, signed by the School District, and issued after the execution of the Contract, authorizing a change in the work or an adjustment in the Contract sum or the Contract time. The Contract sums and the Contract time may be changed only by change order.
 - C. Claim or Disputed Item means a demand or assertion by one of the parties seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract.
 - D. Contract Sum is the sum stated in the Agreement, and, including authorized adjustments, is the total amount payable by the School District to the Contractor for performance of the work under the Contract Documents, including any amounts to be refunded or reimbursed to the School District.
 - E. Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for substantial completion of the work.
 - F. Contractor, or Prime Contractor, shall be the entity with whom the School District shall enter into an agreement to provide the means and methods to construct the Project in accordance with the Contract Documents.
 - F. Final Completion is when the project is completed, in accordance with the Contract Documents.
 - G. Immediate shall mean no more than two (2) business days, unless otherwise specified.
 - I. Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the work at the site.
 - J. Substantial Completion is the stage in the progress of the work when the work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the School District can occupy or utilize the work for its intended use.
 - K. School District shall mean the Warren County School District or any authorized representative thereof.
 - L. Work includes all services and labor necessary to produce the construction required by the Contract Documents. It also includes all material and all equipment utilized or to be utilized throughout the duration of the Project.

WARREN COUNTY SCHOOL DISTRICT
6820 Market Street
Russell, PA 16345

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

RIDER C

INSTRUCTION TO BIDDERS

It is the responsibility of the bidder to visit the site prior to the submitting of bids so as to become thoroughly familiar with the conditions and, by careful personal examination of the contract documents, to satisfy himself as to the nature and location of the work, as well as all environmental conditions that may affect performance of the work prior to submitting bids. If any discrepancies should be found between existing conditions and the Contract Documents, prospective bidders shall report these discrepancies to the School District for clarification prior to submitting a bid. Failure of the bidder to visit the site and recognize, take into account and include in their bid, site conditions that affect the work shall not be considered sufficient cause for increase in the agreed upon contracted amount.

Requests for interpretation of the work to be performed shall be submitted in writing to the School District or the School District's designated representative.

All bids must be submitted in the format specified by the School District, properly signed and delivered within the time specified for bid opening to be considered as responsive to the bid specifications. As a bid guaranty, each proposal must be accompanied by a certified check, bank cashier's check, or Bid Bond. If a Bid Bond is submitted, it MUST be submitted on the School District-furnished Bid Bond form. Failure to submit a bid guaranty or, if a Bid Bond is used as a Bid Guaranty, failure to submit the completed School District-furnished Bid Bond form (including all signatures and seals) will result in the rejection of the Bid Proposal as non-responsive. Bids may be withdrawn up to the time of bid opening provided a written request is received prior to the time specified for bid opening.

All proposals shall be submitted in sealed envelopes at the location and prior to the time stated in the Notice to Contractors. Each proposal shall be marked plainly on the outside with the contract number **and** bid opening date and time. The proposal shall remain sealed until publicly opened, read, and tabulated. Bids may be withdrawn after the bid opening, in accordance with the Commonwealth of Pennsylvania Law 73 P.S. 1602. The School District reserves the right to reject any or all bids for any reason.

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

Upon request, or if specifically required by the terms of the proposal, bidders shall provide a Contractor's Qualification Statement within five (5) days, which shall be certified to be true and correct by an affidavit sworn to before a notary public or other officer empowered to administer oaths or affirmations. Falsification of any information as requested will result in rejection of bid, forfeiture of bid bond, and/or cancellation of any contract award already made.

To be deemed a responsible bidder, the bidder shall be capable of proving ownership of current assets over and above the current liabilities in amount equal to at least 20% of the bid price if the bid price is under

\$2,000,000; \$400,000 plus 15% of all in excess of \$2,000,000 if the bid price is over \$2,000,000 and not exceeding \$3,500,000; \$625,000 plus 10% of all in excess of \$3,500,000 if the bid price is over \$3,500,000 and not exceeding \$6,000,000; \$875,000 plus 5% of all in excess of \$6,000,000 if the bid price is over \$6,000,000. No asset will be considered current unless there is reasonable expectation that it will be realized within a period of one year, nor will any liability be considered current that will not be liquidated within one year. Additional information may be requested by the School District whenever, in its judgment, such information is necessary to determine the responsibility of the bidder.

The School District shall award the contract to the lowest responsive and responsible bidder complying with all requirements of the specifications and bidding materials or reject all submitted contracts within sixty (60) days from the date of bid opening. Award will be made by letter mailed to Contractor and shall be effective the date of mailing. In determining the lowest responsible bidder, the School District will consider the bidder's integrity, efficiency, financial responsibility, experience, promptness and ability to successfully, fully and promptly comply with the terms of the contract to be awarded. The School District reserves the right to waive any and all defects and informalities in the bid submission process and to reject any and all bid submissions if considered to be in the best interest of the School District to do so. The judgment of the School District on such matters shall be final.

The individual, partnership, or corporation to whom or to which Contract Bonds have been requested, must, within ten (10) days after the receipt of the documents, sign, have the Surety execute, and return said documents to the School District. The Contractor's surety company shall successfully demonstrate in writing prior to award that the amount of bond, reinsurance, or other security has been obtained in conformance with Section 661 of the Pennsylvania Insurance Company law of 1921, 40 P.S. 823. Failure of the Bidder to execute the required Contract Bond within the time specified shall result in payment to the School District, NOT AS A PENALTY, but as liquidated damages, the Bidder's proposal guaranty, in the amount of the difference between its bid proposal and the next lowest responsible bid proposal, or the proposal guaranty amount, whichever is less. The School District shall also have the right to award the contract to the next lowest responsive and responsible bidder.

In the event a bidder fails, refuses, or neglects to provide any requested information or documents within the time stated in the Bid Documents or in the request, the School District will have the right to reject their bid proposal as non-responsive.

The Notice to Proceed will be made by letter mailed to the Contractor and shall be effective the date of mailing. Should the School District, for any reason whatsoever, fail to issue the Notice to Proceed, the day that the work actually commences shall be deemed to be the day that the Notice to Proceed is given. The School District will endeavor to issue the Notice to Proceed within 120 days of the Bid Opening. **Any delays caused by the Contractor's failure to provide any required documents within the specified time will not work to affect or extend the completion date.** The Contractor shall commence work on the project immediately upon receipt of the Notice to Proceed and on site within 10 days of the Notice to Proceed. The Contractor should not order any materials or equipment or make any financial commitments concerning this contract until receiving the School District's Notice to Proceed. Contractors that do work prior to receiving the School District's Notice to Proceed are proceeding at their own risk and are entitled to no reimbursement for any work performed or materials ordered.

WARREN COUNTY SCHOOL DISTRICT

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

RIDER D

ADDITIONAL CONTRACT COMMITMENTS/INFORMATION

The Notice to Contractors dated May 13, 2023, Contractor's Bid Proposal dated May 15, 2023; and Addenda No. 1 issued April 25, 2023, and Addenda No. 2 issued May 9, 2023, shall be incorporated by reference, and become part thereof of Rider D.

THE SCHOOL DISTRICT RESERVES FIRST RIGHT OF REFUSAL OF ALL MATERIAL, EQUIPMENT, PIPING AND / OR FIXTURES.

WARREN COUNTY SCHOOL DISTRICT
6820 Market Street
Russell, PA 16345

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

RIDER E

WARRANTIES

GENERAL PROJECT WARRANTY

The Contractor warrants to the School District that all materials and equipment furnished under this contract shall be new, unless otherwise specified, and that all work shall be performed in a workmanlike manner and shall be of good quality, free from faults and defects and in conformance with the contract documents. All work not so conforming to these standards may be considered defective or nonconforming. Any defects discovered within the one (1) year warranty period, commencing on the date of substantial completion, shall be repaired by the Contractor at no additional cost to the School District. If required by the Professional, CM, or the School District, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment. The Contractor explicitly warrants the merchantability, and the fitness for use and quality of all approved substituted items provided for or by him. The Contractor warrants that such installation, construction, materials or equipment of all approved substituted items will perform to the standard of the item originally specified.

The Contractor shall assign, deliver, and transfer to the Professional all warranties for review, who then will transfer same to the School District. The warranty provided in this section shall be in addition to and not in limitation of any other warranty or remedy provided by law or by the contract documents.

LATENT DEFECTS

The Contractor shall correct at his expense all items of work which are found to be defective subsequent to installation or after completion of work which can or could not reasonably be determined to be in compliance with the plans and specifications at the time of installation. Inspection of the work at the time of installation by the School District does not relieve the Contractor from any responsibility to correct such deficiencies or defects.

WARREN COUNTY SCHOOL DISTRICT

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

RIDER F

BONDS

The following bonds are required under the terms of this Contract:

PERFORMANCE BOND	100%
PAYMENT/LABOR AND MATERIALS BOND	100%
MAINTENANCE BOND	10%

CONTRACT BOND

KNOW ALL PERSONS BY THESE PRESENTS, That we the undersigned

as Principal and _____

(Surety Company)

(Address)

a corporation organized and existing under the laws of the State of _____ and
authorized to transact business in Pennsylvania, as Surety, are held and firmly bound unto the Warren County School
District as hereinafter set forth, in the full and just several sums of

(A) _____

(100% of contract amount)

_____ Dollars (\$ _____),
for faithful performance of the contract as designated below;

(B) _____

(100% of contract amount)

_____ Dollars (\$ _____),
for payment for labor, material, equipment rental and public utility services as designated below; and

(C) _____

(10% of contract amount)

_____ Dollars (\$ _____),
for maintenance as designated below ; lawful money of the United States of America, to be paid to the Warren County
School District, its successors or assigns, to which payment well and truly to be made and done, we bind ourselves, our
heirs, executors, administrators, and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dates this _____ day of _____ 20_____.

WHEREAS, the above bounden Principal has entered into a contract with the Warren County School District for

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

WHEREAS, it is one of the conditions of the award of the Warren County School District pursuant to which said
contract is about to be entered into, that these presents be executed.

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

A. That if the above bounden Principal as Contractor shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said Agreement and all provisions and amendments, riders, and attachments thereto, including the plans and specifications therein referred to and made part thereof, and such alterations as may be made in said plans and specifications as therein provided, and which are hereby made part of this bond as though they were fully set forth herein, then the Surety shall indemnify and save harmless the Warren County School District and all of its officers, representatives, agents, and employees including but not limited to members of the Warren County School District Board of School Directors and any professionals retained by the School District, including its Legal Counsel, Architect, and Professional, from any expense incurred through the failure of said Contractor to complete the work as specified and for any damages growing out of the manner of performance of said contract by said Contractor or his Subcontractors, or his or their agents, employees, representatives, or servants including but not limited to patent, trademark and copyright infringements, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

B. That if the above bounden Principal shall and will promptly pay or cause to be paid all sums of money which may be due by the Principal or any of his subcontractors to any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and became component parts of the work or improvements contemplated, and for rental of equipment used, and services rendered by public utilities in, or in connection with, the prosecution of such work, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect.

C. That, if the above bounden Principal shall remedy without cost to the Warren County School District any breach of warranty, whether implied or express, and/or defects which may develop during a period of one (1) year from the date of final completion and acceptance of all the work performed under said contract, that, in the judgment of the Warren County School District or its successor having jurisdiction in the premises, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect. The duties and responsibilities incurred by the Principal pursuant to said Maintenance Bond shall in no way qualify or limit any right of the Warren County School District arising pursuant to the terms and conditions of the Performance Bond or absolve the Principal of any duty, responsibility or obligations vested in the Warren County School District.

D. It is further agreed that any alterations which may be made in the terms of the contract, the work to be done, the materials to be furnished, the labor to be supplied or performed, the equipment to be rented, the public utility services to be rendered, the giving by the Warren County School District of any extension of time for the performance of the contract, the reduction of the retained percentage as permitted by the contract, or any other forbearance on the part of either the Warren County School District or the Principal to the other, shall in no way release the Principal and the Surety or Sureties or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder. Notice to the Surety or Sureties of any such alterations, extension, or forbearance is hereby waived.

E. The Principal and Surety hereby jointly and severally agree with the obligee herein that every person, co-partnership, association or corporation who, whether as Subcontractor or as a person otherwise entitled to the benefits of this Bond, has furnished material or supplied or performed labor or rented equipment used in the prosecution of the work as provided and any public utility who has rendered services, in, or in connection with, the prosecution of such work, and who has not been paid in full therefore, may sue in assumpsit on this bond in his, their, or its name and prosecute the same to final judgment for such sum or sums as may be justly due him, them, or its, and have execution thereon; provided, however, that the Warren County School District shall not be liable for the payment of any costs or expenses of such suit to a third party under any theory of law of equity.

F. Recovery by any person(s), co-partnership, association, or corporation hereunder shall be subject to the provisions of the Act of December 20, 1967, P.L. 869, Act No. 385 (8 P.S. 191 ET SEQ), as amended, which Act is incorporated herein and made a part hereof, as fully and completely as though its provisions were fully and at length herein recited, except that where said Act refers to the Commonwealth of Pennsylvania or a Department thereof, it shall be deemed to refer to the Warren County School District.

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

WITNESS:

_____	_____(SEAL)
	Principal-Individual

	Surety
(SURETY SEAL)	BY _____

WITNESS:

_____	_____
	Principal-Partnership
_____	_____(SEAL)
_____	_____(SEAL)
_____	_____(SEAL)

	Surety
(SURETY SEAL)	BY _____
	Attorney-in-Fact

(CORPORATE SEAL)

_____	_____
	Principal-Corporation
_____	BY _____
Secretary or Treasurer	President or Vice-President

	Surety
(SURETY SEAL)	BY _____

WARREN COUNTY SCHOOL DISTRICT
6820 Market Street
Russell, PA 16345

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

RIDER G

CONTRACTOR INTEGRITY PROVISIONS

1. Definitions

- a. Confidential information means information that is neither public knowledge nor available to the public upon request, the disclosure of which would give an unfair, unethical, or illegal advantage to another desiring to contract with the Warren County School District.
- b. Consent means written permission signed by a duly authorized officer, representative, or employee of the Warren County School District, provided that where the material facts have been disclosed, in writing, by pre-qualification, bid, proposal, or contractual terms, the Warren County School District shall be deemed to have consented by virtue of execution of this agreement.
- c. Contractor means the individual or entity that has entered into this agreement with the Warren County School District, including directors, officers, partners, managers, key employees, and owners of more than a 5% interest.
- d. Financial Interest means:
 - (1) ownership of more than a 5% interest in any business; or
 - (2) holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.
- e. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans, subscriptions, advances, deposits of money, services, employment, or contracts of any kind without receipt of valuable consideration in return.

- 2. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, ordinances, regulations, or other requirement that govern contracting with the School District.
- 3. The Contractor shall not disclose to any other person any confidential information gained by virtue of this agreement.
- 4. The Contractor shall not, in connection with this or any other agreement with the School District, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendations, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Warren County School District.
- 5. The Contractor shall not, in connection with this or any other agreement with the School District directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer or employee of the Warren County School District.

6. Except with the consent of the Warren County School District, neither the Contractor nor anyone in privity with him shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.
7. Except with the consent of the Warren County School District, the Contractor shall not have a financial interest in any other Contractor, subcontractor, or supplier providing services, labor, or material on this project.
8. The Contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Warren County School District in writing.
9. The Contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he has not violated any of these provisions.
10. The Contractor shall, upon request of the Warren County School District, reasonably and promptly make available to that office and its representatives, for inspection and copying, all business and financial records of the Contractor of, concerning, and referring to this agreement with the Warren County School District or which are otherwise relevant to the enforcement of these provisions.
11. For violation of any of the above provisions, the Warren County School District may terminate this and any other agreement with the Contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for all expenses incurred in obtaining another Contractor to complete performance hereunder, and debar and suspend the Contractor from doing business with the Warren County School District. These rights and remedies are cumulative, and the use or nonuse of any one shall not preclude the use of all or any other. These rights and remedies are in addition to those the Warren County School District may have under law, statute, regulation, or other provision.

WARREN COUNTY SCHOOL DISTRICT

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

ATTACHMENT ONE

Prevailing Minimum Wage Determination - 1-9 pages

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

Project Name:	Warren County Career Center Ventilation & Exhaust Project
Awarding Agency:	Warren County School District
Contract Award Date:	4/28/2023
Serial Number:	23-02539
Project Classification:	Building
Determination Date:	3/16/2023
Assigned Field Office:	Altoona
Field Office Phone Number:	(814)940-6224
Toll Free Phone Number:	
Project County:	Warren County

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-02539 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2021		\$34.15	\$26.14	\$60.29
Asbestos & Insulation Workers	5/1/2022		\$35.50	\$26.79	\$62.29
Boilermakers	6/1/2016		\$40.90	\$27.61	\$68.51
Bricklayer	6/1/2021		\$29.92	\$21.81	\$51.73
Bricklayer	6/1/2022		\$30.97	\$22.71	\$53.68
Bricklayer	12/1/2022		\$31.62	\$23.06	\$54.68
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$29.93	\$15.81	\$45.74
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2022		\$30.62	\$16.47	\$47.09
Cement Finishers	6/1/2016		\$28.71	\$17.85	\$46.56
Cement Masons	6/1/2021		\$31.77	\$21.89	\$53.66
Drywall Finisher	6/1/2021		\$28.00	\$18.91	\$46.91
Drywall Finisher	6/1/2022		\$29.00	\$19.41	\$48.41
Electricians & Telecommunications Installation Technician	6/1/2021		\$36.29	\$23.86	\$60.15
Electricians & Telecommunications Installation Technician	6/1/2022		\$34.25	\$27.73	\$61.98
Elevator Constructor	1/1/2018		\$47.22	\$33.00	\$80.22
Elevator Constructor	1/1/2023		\$56.14	\$42.83	\$98.97
Glazier	6/1/2019		\$28.00	\$10.15	\$38.15
Glazier	9/1/2023		\$21.00	\$22.35	\$43.35
Iron Workers	6/1/2022		\$33.07	\$32.10	\$65.17
Laborers (Class 01 - See notes)	1/1/2021		\$20.73	\$18.28	\$39.01
Laborers (Class 01 - See notes)	1/1/2022		\$21.73	\$18.53	\$40.26
Laborers (Class 01 - See notes)	1/1/2023		\$22.98	\$18.53	\$41.51
Laborers (Class 01 - See notes)	1/1/2024		\$24.48	\$19.03	\$43.51
Laborers (Class 01 - See notes)	1/1/2025		\$25.98	\$19.53	\$45.51
Laborers (Class 02 - See notes)	1/1/2021		\$20.98	\$18.28	\$39.26
Laborers (Class 02 - See notes)	1/1/2022		\$21.98	\$18.53	\$40.51
Laborers (Class 02 - See notes)	1/1/2023		\$23.23	\$18.53	\$41.76
Laborers (Class 02 - See notes)	1/1/2024		\$24.73	\$19.03	\$43.76
Laborers (Class 02 - See notes)	1/1/2025		\$26.23	\$19.53	\$45.76
Laborers (Class 03 - See notes)	1/1/2021		\$21.53	\$18.28	\$39.81
Laborers (Class 03 - See notes)	1/1/2022		\$22.53	\$18.53	\$41.06
Laborers (Class 03 - See notes)	1/1/2023		\$23.78	\$18.53	\$42.31
Laborers (Class 03 - See notes)	1/1/2024		\$25.28	\$19.03	\$44.31
Laborers (Class 03 - See notes)	1/1/2025		\$26.78	\$19.53	\$46.31
Landscape Laborer	1/1/2018		\$17.60	\$16.48	\$34.08
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	7/1/2021		\$32.47	\$20.32	\$52.79
Operators (Class 01 - see notes)	7/1/2022		\$34.17	\$20.62	\$54.79
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 02 -see notes)	7/1/2021		\$27.85	\$20.32	\$48.17
Operators (Class 02 -see notes)	7/1/2022		\$29.55	\$20.62	\$50.17

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-02539 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 03 - See notes)	7/1/2021		\$26.30	\$20.32	\$46.62
Operators (Class 03 - See notes)	7/1/2022		\$27.00	\$20.62	\$47.62
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2016		\$23.65	\$16.77	\$40.42
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2022		\$26.60	\$20.62	\$47.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2016		\$22.65	\$16.77	\$39.42
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2022		\$25.60	\$20.62	\$46.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2016		\$22.20	\$16.77	\$38.97
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2022		\$25.15	\$20.62	\$45.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Painters (Bridges, Stacks, Towers)	5/1/2019		\$25.37	\$18.95	\$44.32
Painters (Brush and Roller)(Commercial)	5/1/2019		\$22.87	\$18.95	\$41.82
Painters (Spray and Sandblasting)(Commercial)	5/1/2019		\$23.62	\$18.95	\$42.57
Painters (Spray and Sandblasting)(Industrial)	5/1/2020		\$24.62	\$19.95	\$44.57
Painters Class 2 (see notes)	6/1/2021		\$25.76	\$21.21	\$46.97
Painters Class 2 (see notes)	6/1/2022		\$26.11	\$22.14	\$48.25
Painters Class 6 (see notes)	5/1/2020		\$23.62	\$19.95	\$43.57
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2021		\$36.50	\$20.10	\$56.60
Piledrivers	1/1/2022		\$37.60	\$20.50	\$58.10
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-02539 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	6/1/2021		\$30.69	\$19.09	\$49.78
Plasterers	6/1/2022		\$31.44	\$19.74	\$51.18
plumber	6/1/2021		\$45.58	\$21.77	\$67.35
plumber	6/1/2022		\$44.63	\$25.22	\$69.85
Pointers, Caulkers, Cleaners	6/1/2021		\$33.70	\$20.22	\$53.92
Pointers, Caulkers, Cleaners	6/1/2022		\$35.00	\$20.53	\$55.53
Pointers, Caulkers, Cleaners	12/1/2022		\$35.47	\$20.88	\$56.35
Roofers	5/1/2021		\$31.20	\$16.66	\$47.86
Roofers	5/1/2022		\$32.03	\$17.18	\$49.21
Roofers	5/1/2023		\$33.48	\$17.18	\$50.66
Roofers	5/1/2024		\$35.03	\$17.18	\$52.21
Sheet Metal Workers	7/1/2021		\$38.76	\$30.00	\$68.76
Sign Makers and Hangars	7/17/2021		\$29.49	\$23.90	\$53.39
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sprinklerfitters	4/1/2021		\$40.33	\$26.94	\$67.27
Sprinklerfitters	4/1/2022		\$42.29	\$27.48	\$69.77
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Steamfitters	6/1/2021		\$42.75	\$26.72	\$69.47
Steamfitters	6/1/2022		\$42.15	\$27.32	\$69.47
Stone Masons	6/1/2021		\$36.37	\$22.85	\$59.22
Stone Masons	6/1/2022		\$37.91	\$23.26	\$61.17
Stone Masons	12/1/2022		\$38.56	\$23.61	\$62.17
Terrazzo Finisher	6/1/2021		\$34.00	\$17.46	\$51.46
Terrazzo Finisher	12/1/2022		\$36.13	\$18.03	\$54.16
Terrazzo Mechanics	6/1/2021		\$33.30	\$19.71	\$53.01
Terrazzo Mechanics	12/1/2022		\$35.49	\$20.32	\$55.81
Tile Finisher	6/1/2021		\$27.19	\$16.71	\$43.90
Tile Finisher	6/1/2022		\$28.35	\$16.99	\$45.34
Tile Finisher	12/1/2022		\$28.76	\$17.34	\$46.10
Tile Setter	6/1/2021		\$33.58	\$21.12	\$54.70
Tile Setter	6/1/2022		\$35.04	\$21.46	\$56.50
Tile Setter	12/1/2022		\$35.64	\$21.81	\$57.45
Truckdriver class 1(see notes)	1/1/2021		\$30.68	\$20.96	\$51.64
Truckdriver class 1(see notes)	1/1/2022		\$31.43	\$21.71	\$53.14
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2021		\$31.14	\$21.27	\$52.41
Truckdriver class 2 (see notes)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 2 (see notes)	1/1/2023		\$33.64	\$22.52	\$56.16
Truckdriver class 2 (see notes)	1/1/2024		\$35.39	\$23.02	\$58.41
Truckdriver class 2 (see notes)	1/1/2025		\$36.89	\$23.52	\$60.41

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

Project: 23-02539 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 2 (see notes)	1/1/2026		\$38.39	\$24.02	\$62.41
Truckdriver class 3 (see notes)	1/1/2016		\$28.23	\$16.98	\$45.21
Window Film / Tint Installer	10/1/2019		\$25.00	\$2.63	\$27.63

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-02539 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2021		\$35.87	\$19.32	\$55.19
Carpenter	1/1/2022		\$36.85	\$19.84	\$56.69
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter Welder	1/1/2021		\$36.82	\$19.32	\$56.14
Carpenter Welder	1/1/2022		\$37.80	\$19.84	\$57.64
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
Carpenter Welder	1/1/2026		\$43.85	\$22.84	\$66.69
Cement Finishers	1/1/2021		\$32.84	\$22.60	\$55.44
Cement Finishers	1/1/2022		\$33.14	\$23.80	\$56.94
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	1/1/2018		\$55.43	\$22.48	\$77.91
Electric Lineman	8/29/2022		\$62.66	\$28.08	\$90.74
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	6/1/2020		\$32.31	\$30.70	\$63.01
Laborers (Class 01 - See notes)	1/6/2021		\$26.90	\$24.80	\$51.70
Laborers (Class 01 - See notes)	1/6/2022		\$27.70	\$25.50	\$53.20
Laborers (Class 01 - See notes)	1/1/2023		\$29.95	\$25.50	\$55.45
Laborers (Class 01 - See notes)	1/1/2024		\$32.20	\$25.50	\$57.70
Laborers (Class 01 - See notes)	1/1/2025		\$33.70	\$26.00	\$59.70
Laborers (Class 01 - See notes)	1/1/2026		\$34.70	\$27.00	\$61.70
Laborers (Class 02 - See notes)	1/6/2021		\$27.06	\$24.80	\$51.86
Laborers (Class 02 - See notes)	1/6/2022		\$27.86	\$25.50	\$53.36
Laborers (Class 02 - See notes)	1/1/2023		\$30.11	\$25.50	\$55.61
Laborers (Class 02 - See notes)	1/1/2024		\$32.36	\$25.50	\$57.86
Laborers (Class 02 - See notes)	1/1/2025		\$33.86	\$26.00	\$59.86
Laborers (Class 02 - See notes)	1/1/2026		\$34.86	\$27.00	\$61.86
Laborers (Class 03 - See notes)	1/6/2021		\$27.45	\$24.80	\$52.25
Laborers (Class 03 - See notes)	1/6/2022		\$28.25	\$25.50	\$53.75
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 04 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-02539 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/6/2021		\$28.31	\$24.80	\$53.11
Laborers (Class 05 - See notes)	1/6/2022		\$29.11	\$25.50	\$54.61
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/6/2021		\$25.15	\$24.80	\$49.95
Laborers (Class 06 - See notes)	1/6/2022		\$25.95	\$25.50	\$51.45
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/6/2021		\$27.90	\$24.80	\$52.70
Laborers (Class 07 - See notes)	1/6/2022		\$28.70	\$25.50	\$54.20
Laborers (Class 07 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 07 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 07 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 07 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 08 - See notes)	1/6/2021		\$29.40	\$24.80	\$54.20
Laborers (Class 08 - See notes)	1/6/2022		\$30.20	\$25.50	\$55.70
Laborers (Class 08 - See notes)	1/1/2023		\$32.45	\$25.50	\$57.95
Laborers (Class 08 - See notes)	1/1/2024		\$34.70	\$25.50	\$60.20
Laborers (Class 08 - See notes)	1/1/2025		\$36.20	\$26.00	\$62.20
Laborers (Class 08 - See notes)	1/1/2026		\$37.20	\$27.00	\$64.20
Millwright	6/1/2020		\$41.68	\$20.32	\$62.00
Operators (Class 01 - see notes)	1/1/2021		\$33.89	\$22.73	\$56.62
Operators (Class 01 - see notes)	1/1/2022		\$34.79	\$23.33	\$58.12
Operators (Class 01 - see notes)	1/1/2023		\$36.79	\$23.58	\$60.37
Operators (Class 01 - see notes)	1/1/2024		\$38.59	\$24.03	\$62.62
Operators (Class 01 - see notes)	1/1/2025		\$40.39	\$24.23	\$64.62
Operators (Class 02 -see notes)	1/1/2021		\$33.63	\$22.73	\$56.36
Operators (Class 02 -see notes)	1/1/2022		\$34.53	\$23.33	\$57.86
Operators (Class 02 -see notes)	1/1/2023		\$36.53	\$23.58	\$60.11
Operators (Class 02 -see notes)	1/1/2024		\$38.33	\$24.03	\$62.36
Operators (Class 02 -see notes)	1/1/2025		\$40.13	\$24.23	\$64.36
Operators (Class 03 - see notes)	1/1/2021		\$29.98	\$22.73	\$52.71
Operators (Class 03 - See notes)	1/1/2022		\$30.88	\$23.33	\$54.21
Operators (Class 03 - See notes)	1/1/2023		\$32.88	\$23.58	\$56.46
Operators (Class 03 - See notes)	1/1/2024		\$34.68	\$24.03	\$58.71
Operators (Class 03 - See notes)	1/1/2025		\$36.48	\$24.23	\$60.71
Operators (Class 04 - See notes)	1/1/2021		\$29.52	\$22.73	\$52.25
Operators (Class 04 - See notes)	1/1/2022		\$30.42	\$23.33	\$53.75
Operators (Class 04 - See notes)	1/1/2023		\$32.42	\$23.58	\$56.00

BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 23-02539 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Class 04 - See notes)	1/1/2024		\$34.22	\$24.03	\$58.25
Operators (Class 04 - See notes)	1/1/2025		\$36.02	\$24.23	\$60.25
Operators (Class 05 - See notes)	1/1/2021		\$29.27	\$22.73	\$52.00
Operators (Class 05 - See notes)	1/1/2022		\$30.17	\$23.33	\$53.50
Operators (Class 05 - See notes)	1/1/2023		\$32.17	\$23.58	\$55.75
Operators (Class 05 - See notes)	1/1/2024		\$33.97	\$24.03	\$58.00
Operators (Class 05 - See notes)	1/1/2025		\$35.77	\$24.23	\$60.00
Operators Class 1-A	1/1/2021		\$36.89	\$22.73	\$59.62
Operators Class 1-A	1/1/2022		\$37.79	\$23.33	\$61.12
Operators Class 1-A	1/1/2023		\$39.79	\$23.58	\$63.37
Operators Class 1-A	1/1/2024		\$41.59	\$24.03	\$65.62
Operators Class 1-A	1/1/2025		\$43.39	\$24.23	\$67.62
Operators Class 1-B	1/1/2021		\$35.89	\$22.73	\$58.62
Operators Class 1-B	1/1/2022		\$36.79	\$23.33	\$60.12
Operators Class 1-B	1/1/2023		\$38.79	\$23.58	\$62.37
Operators Class 1-B	1/1/2024		\$40.59	\$24.03	\$64.62
Operators Class 1-B	1/1/2025		\$42.39	\$24.23	\$66.62
Painters Class 1 (see notes)	6/1/2021		\$29.61	\$21.21	\$50.82
Painters Class 1 (see notes)	6/1/2022		\$30.06	\$22.14	\$52.20
Pile Driver Divers (Building, Heavy, Highway)	1/1/2021		\$54.75	\$20.10	\$74.85
Pile Driver Divers (Building, Heavy, Highway)	1/1/2022		\$56.40	\$20.50	\$76.90
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2021		\$36.54	\$20.06	\$56.60
Piledrivers	1/1/2022		\$37.63	\$20.47	\$58.10
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2021		\$30.68	\$20.96	\$51.64
Truckdriver class 1(see notes)	1/1/2022		\$31.43	\$21.71	\$53.14
Truckdriver class 1(see notes)	1/1/2023		\$33.18	\$22.21	\$55.39
Truckdriver class 1(see notes)	1/1/2024		\$34.93	\$22.71	\$57.64
Truckdriver class 1(see notes)	1/1/2025		\$36.43	\$23.21	\$59.64
Truckdriver class 1(see notes)	1/1/2026		\$37.93	\$23.71	\$61.64
Truckdriver class 2 (see notes)	1/1/2021		\$31.14	\$21.27	\$52.41
Truckdriver class 2 (see notes)	1/1/2022		\$31.89	\$22.02	\$53.91
Truckdriver class 2 (see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 2 (see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 2 (see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 2 (see notes)	1/1/2026		\$37.79	\$23.63	\$61.42

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

Project: 23-02539 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Truckdriver class 3 (see notes)	1/1/2019		\$29.59	\$19.82	\$49.41

WARREN COUNTY SCHOOL DISTRICT
STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS
ATTACHMENT TWO
WAIVER OF MECHANICS' LIENS

WHEREAS, the undersigned general contractor, _____ of _____ has entered into an Agreement dated _____ with the Owner, Warren County School District, to provide materials and perform labor necessary for renovations and improvements as a part of the **WCCC AHU & Plasma Exhaust Project, WCSD Project #2303.2** (the "project").

NOW, THEREFORE, the undersigned general contractor hereby stipulates and agrees as part of the above referenced Agreement and for the consideration set forth therein, that neither the undersigned general contractor nor any subcontractor, material man, or any other person or entity furnishing labor or materials to the general contractor for the project shall file a lien, commonly called a Mechanics' Lien, for work done or materials furnished for the project or any part thereof. In accordance with 49 P.S. §1401(b)(2), the undersigned general contractor certifies that it has posted a bond guaranteeing payment for all labor and materials provided by its subcontractors for the project.

This stipulation is made and intended to be filed with the county prothonotary in accordance with requirements of 49 P.S. §1402 of the Mechanics' Lien Law of the Commonwealth of Pennsylvania.

INTENDING TO BE LEGALLY BOUND HEREBY, said general contractor hereunto set its hand and seal this _____ day of _____, 20 .

By _____
(Signature of General Contractor's Authorized Agent)
(By signing above, the individual signing certifies that he is an authorized agent of the General Contractor and that, upon its execution, this document shall be legally binding upon the General Contractor)

(Printed Name of General Contractor's Authorized Agent)

COMMONWEALTH OF PENNSYLVANIA :
: ss
COUNTY OF WARREN :

ON THIS, the _____ day of _____, 20 , before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____, of _____, the general contractor, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes herein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

WARREN COUNTY SCHOOL DISTRICT

STANDARD FORM OF AGREEMENT
FOR FACILITIES PROJECTS

ATTACHMENT THREE

Act 127 of 2012 – Public Works Employment Verification Form page 1 - 1

SPECIAL REQUIREMENTS
REQUIRED CLAUSES FOR SPECIFICATIONS
April 1, 1997

1. REGULATIONS GOVERNING ASBESTOS

- A. The School District has attempted to remove all asbestos containing material (ACM) in areas affected by this project prior to the start of construction. There is a possibility that ACM may be discovered during the course of the project, however. Should material known or suspected to contain asbestos be encountered, the contractor must cease operations in that area and notify the School District representative immediately. In this event, the School District will:

Restrict or deny access to all or part of the site if deemed necessary for protection of workers and occupants during testing and removal operations.

Have material tested to verify presence or absence of ACM if such testing has not previously been performed.

If ACM is present, contract to have the material removed by a qualified contractor in accordance with the latest applicable statutes and regulations of the Commonwealth of Pennsylvania and the latest rules and regulations of the United States Environmental Protection Agency as they pertain to the emission of asbestos into the air during construction and demolition work.

- B. Should asbestos material be encountered on the job, each contractor shall comply with all of the latest statutes and regulations of the Commonwealth of Pennsylvania and all of the latest rules and regulations of the United States Environmental Protection Agency as they pertain to the emission of asbestos into the air during construction and demolition work and the disposal of material asbestos. Particular attention is drawn to Code of Federal Regulations, Title 40, Part 61, "Section 112 of Clean Air Act."

"Each Contractor shall comply fully with the latest regulations of OSHA as they pertain to the protection of workers exposed to the emission of asbestos fibers and shall take all steps necessary to protect his employees, as well as all other people engaged in the building, from exposure to asbestos fibers resulting from his work."

- C. After review of the proposed adjustments to the schedule from the contractor, the School District will grant an extension of time for delays caused by the asbestos testing and removal operations. Extensions will be granted only if the contractor can document that areas affected and made inaccessible had a direct impact on the critical path of the project.

2. SUBSURFACE INFORMATION

Any available data concerning subsurface materials or conditions which based on sounding, tests pits or test borings, has been obtained by the retained Professional for his own use in designing this project. Its accuracy or completeness is not guaranteed by the School District or the professional and in no event is it to be considered as part of the contract plans or specifications. Contractors must assume all risks in excavating for this project and shall not be entitled to rely on any subsurface information obtain from the retained professional. Bidders shall make their own investigation of existing subsurface conditions. The School District will not be responsible in any way for the consequences for contractor use of subsurface information obtained by the Professional or the Contractor. Said subsurface information is available at the office of the retained professional, and prospective bidders may obtain this information by applying to the retained professional. Bidders will be required to sign a standard form of receipt for this subsurface information/; and such bidders accept such subsurface information in accord with the provisions of this section.

3. ENVIRONMENTAL QUALITY CONTROL

- A. All prime contractors and their subcontractors shall perform their work in a manner which shall minimize the possibility of air, water, land and noise pollution, in accordance with the General Conditions.
- B. Each prime contractor shall comply with all statutes and regulations of the Commonwealth of Pennsylvania concerning environmental quality control administered by the Department of Environmental Resources, including the Clean Streams Law, Pennsylvania Sewage Facilities Act, Air Pollution Control Act, Surface Mining Conservation and Reclamation Act, Bituminous Coal Open Pit Mining Conservation Act, Dams and Encroachments Act, Water Well Driller's Act, Water Works Act and Atomic Energy Act all as amended to date. Each Contractor will be solely responsible for any violations and shall be responsible for securing all required permits.
- C. Burning of materials from clearing and grubbing operations, periodic and final clean-up, and all related construction shall be governed by local codes and ordinances and/or the Regulations of the Department of Environmental Resources. For each day that the Contractor may contemplate open burning, he shall secure written approval from the Department of Environmental Resources. Failure to secure permission for open burning will require prime contractor to remove material from project site and dispose of same in a manner acceptable to the Air Pollution Control Engineer and the Solid Waste Coordinator.
- D. Storage, collection, transportation, processing and final disposal of solid waste shall be in accordance with regulations and standards of the Solid Waste Management Act of the Department of Environmental Resources. Immediately upon notice of award of contract the contractor shall apply for necessary permit from Department of Environmental Resources and conduct waste disposal on sites approved under this permit. A copy of this permit must be submitted to the Department Inspector before commencing waste disposal. Name, address and telephone number of the regional Solid Waste Coordinator of the Department of Environmental Resources is furnished below. This coordinator shall be contacted for permit and for information concerning sites already approved for conduction waste disposal.

Northwest Regional Office
Ms. Chris Myers
Solid Waste Specialist
Phone: 814-723-0975

- F. The Warren County School District will be operating a recycling program. Contractors will be responsible for placing recyclable items in appropriate dumpsters supplied by the Warren County School District.
- E. The following is the regional office of the Department of Environmental Resources and the name of the Air Pollution Control Engineer for this region:

Northwest Regional Office
Mr. Dave Balog, PE
Environmental Engineer Manager
Phone: 814-332-6940

4. MAJOR PROVISIONS OF H.B. NO. 2543 3772

Re: NOTIFICATION TO PUBLIC UTILITIES PRIOR TO EXCAVATING OR DEMOLITION WORK WHEN USING POWERED EQUIPMENT OR BLASTING

(I) Definitions Section

(II) Duties of Utility Company (Section 2)

- a. Advise in writing county recorder of deeds where utility's lines are located:
 - (i) Utility company's name.
 - (ii) Political subdivisions where lines are located.
 - (iii) Utility's address and telephone number where inquiries may be made as to location of utility lines.
- b. Advise in writing any changes in 1(i) through (iii).
- c. Pay a \$5 filing fee to county recorder of deeds.
- d. Advise a designer in two working days as to approximate location and type of utility lines at site for which designer is preparing a drawing.
- e. Advise a contractor who identifies job site in two working days as to:
 - (i) Location of lines at the site.
 - (ii) Steps utility may take to avoid line damage.
 - (iii) Suggestions to avoid damage.
- f. Advise designers and contractors of a "serial number" assigned by the utility when telephone call is made and maintain a "register" of pertinent information.

(III) Duties of Recorder of Deeds (Section 3)

- a. Maintain a list of political subdivision, of utility lines information provided in II.a above
- b. Make such lists available for inspection at no charge or provide a copy for \$1.00.

(IV) Duties of Designer Preparing a Drawing, Requiring Excavation or Demolition Work (Section 4)

- a. Inspect or obtain a copy of list of utility companies from recorder of deeds. (See III.a.).
- b. Request from utility companies on the list provided or inspected information as to approximate location and type utility line at the site. (See II.d.).
- c. Show on the drawing the approximate location of line, type of line, name of utility company, utility company's office address and telephone number.

(V) Duties of Contractors Performing Excavation or Demolition Work (Section 5)

- a. Ascertain location and type of utility line at the site by inspecting drawing (See IV.3.), or by inspecting or obtaining a list from the county recorder of deeds and then contacting the utility companies on that list.
- b. Three days before excavation or demolition, request from the utility companies the steps utility may take to avoid damage (See II.e [ii.]), and suggestions to avoid damage (See II.e [iii.]).
- c. Inform each equipment operator or blaster of information obtained in 1 and 2 above (V. 1 & 2).
- d. Report any damage to utility line made or discovered in the course of the work to utility company.
- e. Alert any occupants of premises as to any emergency created or discovered.
- f. Provisions of (1), (2) and (3) above do not apply in an emergency. (Defined as any condition constituting a clear and present danger to life or property by escaping gas, exposed wires or other utility line breaks or defects).

(VI) This act would not amend or repeal any other law or local ordinance on the same subject matter. This act does not preclude establishment of "one-call systems" or other such agreements.

(VII) Penalty of \$100 to \$1,000 or prison for up to 90 days, or both upon conviction for violation of the act.

5. ASSIGNMENT OF ANTI-TRUST CLAIMS

The contractor and the School District recognize that in actual economic practice, overcharges by the contractor's suppliers, resulting from the violations of State or Federal anti-trust laws are, in fact, borne by the School District. As part of the consideration for the award of this contract, and intending to be legally bound, contractor assigns to the Commonwealth all rights, title and interest in and to any claims contractor now has, or may hereafter acquire, under State or Federal anti-trust laws relating to the goods or services which are the subject of this contract.

6. DISCLOSURE OF FINANCIAL INTEREST

Pursuant to Management Directive 215.8, as amended October 12, 1988, a contractor may not, except with the consent of the Commonwealth, have a financial interest in any other contractor, subcontractor, or supplier providing services, labor or material on this project.

The contractor will be requested to disclose the names of all subcontractors and/or suppliers in which the contractor has a financial interest and which will be utilized in the project. Request for approval of materials and/or subcontractors. Commonwealth acceptance of the subcontractors and/or suppliers will be deemed to be consent for the purposes of Management Directive 215.8.

Failure to disclose the names of such subcontractors and/or suppliers shall be sufficient grounds for termination of this contract. Such failure may also be grounds for the initiation of civil or criminal proceedings.

7. TAX LIABILITY

The contractor, by execution of the contract:

- a. Certifies that the contractor has no outstanding tax liability to the Commonwealth of Pennsylvania;
- b. Authorizes the Department of Revenue to release information related to its tax liability to the School District; and
- c. Authorized the Commonwealth to set off any state and local tax liabilities of the contractor or any of its subsidiaries, as well as any other amount due to the Commonwealth from the contractor, not being contested on appeal by the contractor, against any payment due to the contractor under a contract with the commonwealth.

The certification of no outstanding tax liability is a material representation of fact upon which reliance is placed by the School District in entering into the contract. If it is later determined that the contractor knowingly rendered an erroneous certification, the School District may find the contractor in default and terminate the contract. Such erroneous certification may also be grounds for the initiation of civil or criminal proceedings.