

Request for Proposal

For Pest Control Service For Allentown School District

**Proposals Due
Friday, May 26, 2023, by 12:00 p.m.**

Table of Contents

REQUEST FOR PROPOSAL.....	3
GENERAL TERMS AND CONDITIONS.....	4
SCOPE OF SERVICES	Error! Bookmark not defined.
PROPOSAL REQUIREMENTS.....	4
EVALUATION CRITERIA.....	5
DESIGN/DELIVERY/INSTALLATION AND REMOVAL.....	5
QUALITY OF MATERIAL	14
LEGAL CONDITIONS	Error! Bookmark not defined.
SUBMISSION	6
ADDENDUM A.....	7
ADDENDUM B.....	11

REQUEST FOR PROPOSAL

Pest Control Service

Allentown School District

Allentown School District (“the District”) is seeking proposals from qualified and experienced vendors for Pest Control Services for all buildings. The work to be performed by the selected vendor is defined by the requirements and specifications contained herein..

All proposals need to be sent electronically in PDF format by email to the following:
RFP@allentownsd.org.

Proposals will be received until 12:00 p.m., Friday, May 26, 2023, Eastern Standard Time. The District is not liable for any cost incurred by any person or firm responding to the RFP.

Questions prior to the submittal of the RFP are to be directed to:

Tom Smith
Executive Director of Facilities
smitht@allentownsd.org

The above-mentioned is the only contact for this project. Contacting other administrators, School Board Members, or staff members as part of this process is not acceptable and is grounds for potential elimination from consideration. All questions must be submitted via email.

GENERAL TERMS AND CONDITIONS

The work to be performed for Pest Control Service Contract is defined by the Contract Documents and consists of the following: Insect, rodent, and preventative pest control for numerous facilities owned and operated by the Allentown School District.

REQUIREMENTS

1. **PERFORMANCE BONDS:** The Contractor to whom this contract is awarded shall furnish to the School District, a properly executed Performance and Labor and Material Bond with corporate surety authorized to do business in Pennsylvania, each in the amount of 100% of the contract price, conditioned for the faithful performance of the contract. In the event the successful proposer neglects or refuses to execute and deliver the Performance Bond within five (5) working days after notification of the award the School District reserves the right to reject said proposal.
All proposals must be accompanied by a Certified Check, Cashier's Check, or a Treasurer's Check drawn to the order of the Allentown School District, or a PROPOSAL Bond with surety acceptable to the School District in the amount of ten (10%) percent of the total PROPOSAL. Surety companies must have a Certificate of Authority as an acceptable Surety on Federal Bonds and as acceptable reinsuring company in accordance with the latest Treasurer's Department Bulletin published by the Fiscal Service Company of Surety Bonds.
2. **CASH ALLOWANCE:** No cash allowances are included in the specifications.
3. **COMPLETION DATE:** Work to be performed under this contract shall be completed as indicated in specifications and/or as directed by Director of Facilities Services.
4. **CRIMINAL RECORD CHECK:** All contractors shall have background checks completed for all employees and all subcontractor's employees working on the project, who in the course of their work will be required to enter any school district facility or enter the school district's property. Background checks shall be in accordance with Act 34 of 1985 Section 111 of the Pennsylvania School Code of 1949, as amended, Act 151 of 1994, and Act 114 of 2007. These clearances are commonly known as a Criminal Record Check (Act 34), a Child Abuse Clearance (Act 151), and FBI Federal Criminal History Record (Fingerprinting) (Act 114). No employee will be permitted to work on a project at the school district, unless she/he has presented an original, acceptable criminal record clearance and an original, acceptable child abuse clearance.
5. **HUMAN RELATIONS ACT:** Pursuant to the provisions of the Pennsylvania Human Relations Act 222 of October 27, 1995 (P.L. 744) (43 P.S., S951, et seq.) of the Commonwealth of Pennsylvania and Human Relations Contract Compliance, 16 Pa. Code Chapter 49, that prohibits certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of this Act as amended and that is made part of this specification.

6. **DISCRIMINATION PROHIBITED:** (According to Section 755, Public School Code of Pennsylvania, 1949, as amended, the contractor agrees:
 - a) That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no such contractor or subcontractor shall, by reason of race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates;
 - b) That no contractor, sub-contractor, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed or color;
 - c) That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and
 - d) That this contract may be cancelled or terminated by the School District, and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.
7. **NON-COLLUSION AFFIDAVIT:** Non-Collusion Affidavit as enclosed must be completed and submitted with proposal in order for PROPOSAL to be accepted by the District.
8. **STANDARD OF QUALITY:** The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for PROPOSAL purposes. It is not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words 'or as approved equal', they shall be subject to equals only as approved by the architect and/or engineer.

LOCAL AND STATE REGULATIONS: Proposer's attention is directed to the fact that all applicable State and Municipal laws, rules & regulations shall apply to the contract throughout, and they are deemed to be included herein the same as though herein written out in full; however, the proposer's attention is directed to the following specifications with which he must comply however such as listed herein are not the only rules and regulations to which the proposer is held accountable.

No person shall be employed to do work under this contract except competent and first-class workmen and mechanics, and no workmen or mechanics shall be regarded as competent and first-class except those who are fully skilled in their respective branches of labor, and who shall be paid not less than such rate of wages and such hours work as shall be established, and current rate of wages paid for such hours, by employers of organized labor in doing similar work in the district where the work called for by this contract is being performed.

Proposals must be firm for **90 days** from the date due for receipt of proposals as above noted.

The Board of Directors reserves the right to reject any or all proposals, with or without cause.

SPECIFICATIONS

1. General Specifications

A. Project Locations

All proposers shall familiarize themselves with each site to understand the scope of work and conditions under which the work must be performed. Lack of such knowledge shall not be considered as an excuse for granting extra compensation, or for failure, neglect, or refusal to perform any and all work called for or intended in the specifications. Proposers can access each location by contacting the Assistant Facility Director.

B. Materials

The materials used shall be in nature as to control pests in the best and safest manner possible. Materials shall be new and shall be used in accordance with manufacturer's specifications and shall meet all City, State, and Federal regulations concerning--but not limited to--composition, strength, application, and safety.

C. Equipment

Any equipment used to satisfy this contract shall be in first-class mechanical operation and must dispense the material so that it is spread on the target at the proper rate to obtain desired control. Equipment used must conform with the pesticide manufacturer's requirements.

D. Service

Service for said contract shall be provided monthly on a regularly scheduled basis beginning July 1, 2023 and terminating June 30, 2024, with the owner's option to extend the contract period by one (1) year for up to five (5) years. Reference other areas of specifications for additional requirements concerning service.

One monthly invoice for inspection services at all locations will be sent to the Allentown School District, Facilities Services Office, at 1301 Sumner Avenue, Allentown, PA 18102. Any requests for additional services are to be billed separately.

2. Scope of Contract

A. Intent

The contractor will provide professional services, skilled labor, materials, equipment, tools, insurance, permits, and fees necessary to render services according to the specifications set forth.

3. Scope of Services

A. Integrated Pest Management

Integrated pest management procedures will be used to determine when to control pests and whether to use physical, mechanical, cultural, biological, educational, or chemical methods to achieve control. The use of pesticides will be based on a review by supervisory personnel of both the Contractor and School District. This review will determine that other options are not acceptable or are not feasible. Cost of staffing or operations alone will not be adequate justification for use of chemical control agents.

B. Insect Control (Includes cockroaches, ants, fleas, spiders, silverfish, flies, and stinging insects)

1. Control methods may include:

- a. Non-chemical methods
- b. Application of dusts and gels to voids or concealed areas
- c. Use of baits where labeling permits
- d. Application of liquid residual insecticides as a spot treatment where labeling permits
- e. Application of liquid residual insecticides to cracks and crevices where pests breed or harbor

C. Rodent Control (Includes rats and mice)

1. Control methods may include:

- a. Ketch-All mouse traps or approved equivalent
- b. Snap traps
- c. Glue stations
- d. Anticoagulant rodenticides placed in tamper-proof bait stations
- e. Tracking powder in stations or concealed voids where permitted by labeling

2. Preventive rodent control

- a. All working Kitchens and food storage areas shall be equipped with Ketch-All mousetraps or approved equal at the beginning of the contract and maintained for the duration of the contract. The contractor will supply a building floor plan showing the location of all rodent control techniques.
- b. All bait stations and Ketch-All or equivalent mousetraps will be numbered and the locations indicated on the floor plan.
- c. **All bait stations and Ketch-All or equivalent traps will be dated and sanitized on each service visit and signed by the technician performing the service. Failure to sign and date traps on each visit will cause the visit to be deemed a non-visit and payment will not be made for the service.**

4. Nature of Work and Materials

- A. All work will be performed in a safe manner and in accordance with the most modern and effective scientific pest control procedures. **At all times integrated pest control will be used.**

- B. In control operations, only those pesticides will be used which the Environmental Protection Agency (E.P.A.) and other governmental agencies having authority in this field have registered. The contractor will strictly adhere to label recommendations.
- C. Successful proposer shall provide Material Safety Data Sheets for any chemical that will be used on School District property not less than 24 hours before the start of the contract. When a new chemical is introduced to the School District during the term of this contract, the Material Safety Data Sheet shall be provided within four hours of the new chemical being used.

5. Service Specifications

A. Inspection

- 1. Before the application of control measures, the contractor's service technician will make a thorough inspection of the facility.
- 2. Areas of active rodent or insect infestation will be noted.
- 3. Areas of potential infestation will be serviced to eliminate the infestation by utilizing one or more of the control methods described in Section 3.
- 4. Monitoring devices shall be used and maintained in all working kitchens and food storage areas to detect insect presence at the earliest possible time. A minimum of five monitors shall be placed in each of these areas. **Monitoring devices must be changed, signed, and dated on each service visit. Failure to change, date, or sign monitoring devices will cause the visit to be deemed a non-visit and payment will not be made for the service.**

6. Equipment to be supplied by Contractor on Initial Service and thereafter where necessary at no additional cost to the school district.

- A. Ketch-All mouse traps (10 per year)
- B. Metal outdoor bait stations (10 per year)
- C. Plastic bait stations (10 per year)
- D. Monitoring devices (As needed each visit)
- E. Glue Traps (NOTE: A supply of Glue Traps must be supplied at no additional cost for use of district personnel and replenished as needed. Supply shall be held in the maintenance department inventory).

7. Service Frequency, Scheduling, and Site Performance

- A. Service must be performed on Fridays. Service must be performed on the same Friday in each month for a specific school (i.e., first Friday, third Friday, etc.) so that School District personnel can anticipate arrival. This can vary from building to building. Exceptions will be made for school holidays and special requests made by the School District. All service must be performed after 3:00 p.m., but under no circumstances shall service be performed when staff or students are present in the area to be serviced. In the event the School District deems it necessary to change the scheduled day of service from Friday to Saturday, Sunday, or evening service, etc., the contractor must be prepared to

make the scheduled change without delay in service to any School District building. Any change in schedule must be undertaken by the contractor at no additional cost to the School District above that which was quoted in the original agreement.

Note: School buildings are generally locked after 4:00 p.m. for security reasons. It shall be the responsibility of the contractor to contact the school building before 4:00 p.m. to inform the staff of the technician's arrival time. In addition, school buildings are locked at 4:00 p.m. during summer recess, and no personnel are on hand after this time. Service must be performed between 3:00 p.m. and 4:00 p.m. during this recess.

- B. A typed service schedule must be provided to the Department of Facilities Services no less than 48 hours before the start of the contract indicating the scheduled service day (first Friday, third Friday, etc.) and the approximate time of arrival. Changes in this schedule must be faxed to the School District 72 hours prior to the change.
- C. The contractor service technician will report to the head custodian or any Allentown School District employee upon arrival and departure. At this time information can be exchanged concerning areas that require special attention.
- D. When pest infestations require additional service to maintain control, the contractor will provide additional service until control is achieved, at no additional cost to the School District. When conditions conducive to the breeding or harborage of pest infestation are observed, the contractor will report it in writing so that the facility personnel can take corrective action. Service calls requested by the School District for removal of stinging insect nests must be responded to within 4 hours of the call being made.
- E. Cleaning:
 - 1. General: Clean Project site and work areas daily, including common areas. Dispose of materials lawfully.
 - 2. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.
 - 3. Ensure each location is free of waste materials and debris.
 - 4. Remove liquid spills promptly.
 - 5. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.
 - 6. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - 7. Remove tools, equipment, and surplus material from each location.
 - 8. Clean exposed exterior hard-surfaced finishes to a pre-existing condition.
 - 9. Leave entire project site clean.

8. Report Forms and Record Keeping

- A. The contractor will furnish a monthly observation report to the Department of Facilities Services detailing services performed at each location. This report shall be furnished directly to the Facilities Services office and not to individual school personnel. The building observation report shall include--but not be limited to--the following: control measures performed on each visit including the type and location of any control measures used, including all rodent control stations, and shall also include the location of any sanitary problems within the building which would promote the harboring of pests.

- B. The contractor will furnish each location with a service receipt upon completion of every service visit. This receipt will show the pesticide code, percentages, and amount of each pesticide applied.
- C. Observation reports and service receipts must include arrival and departure time, date of service and the signature of the technician.
- D. If the Director of Facilities Services approves the use of a pesticide, the contractor must post notification of treatment in the main office of the facility being treated. Posting shall be done 72 hours prior to the treatment and remain posted for 48 hours following the treatment. District officials will make universal reporting of the planned treatment to building occupants.**

9. Training and Inspection by Supervisory Personnel

- A. Quarterly during the duration of the contract (July, October, February, May), each District location will be inspected by a member of the management staff of the contractor for the purpose of determining the effectiveness of the program assuring that the service specifications are being followed by the technician.
- B. A complete written report of this inspection will be provided to the Director of Facilities Services upon completion of this inspection.
- C. Twice each year at a time and location mutually agreed upon by District officials and the contractor, a training session shall be held for the head custodians and/or all custodial personnel.

10. Proposer Qualifications

- A. All service technicians working in any School District property must possess the following qualifications:
 - 1. Be currently certified by the Pennsylvania Department of Agriculture in categories: #11 Household Pest Control & #15 Public Health Vertebrate.
 - 2. Must be employed by the proposer no less than two (2) years.
 - 3. Must be educated and trained in the process and practice of integrated pest management and the use of pesticides approved by the School District.
 - 4. Must be bonded.
 - 5. All contractor personnel must provide the School District with a current PA Act 34 Criminal Background Check, PA Child Abuse History Clearance, and PA Act 114 FBI Federal Criminal History Record (Fingerprinting).
 - 6. Successful proposer must have on staff a registered entomologist to provide prompt on-site consulting for prompt identification of any unusual pest occurrence.
 - 7. Successful proposer must provide documentation that all conditions for technician qualifications have been met prior to beginning any services for the District.

NOTE: Successful proposer must understand that the Allentown School District is a “Drug and Alcohol Free” place of employment and, therefore, will not tolerate any person working on District property who may be under the influence of either drugs or alcohol.

11. Insurance

- A. Contractors must provide original Certificates of Insurance evidencing the coverages and limits as outlined below. This must be done prior to the commencement of the contract period.
1. Comprehensive General Liability (bodily injury and property damage), including premise operations, contractual, broad form property damage, and personal injury.
 2. Auto Liability, including all owned and hired autos, same limit as above.
 3. Workers’ Compensation and Employer’s Liability – Statutory.
 4. The description of operations, etc., should specify “Pest Control Operations” and the applicable location(s).
 5. Allentown School District should be named as certificate holder and additional insured and be given a ten (10) day notice of cancellation or material change.
 6. The contractor shall give prompt written notification to Allentown School District of any incident resulting from the performance of the contract which may cause/causes bodily injury and/or property damage to anyone.
 7. Contractor shall hold Allentown School District harmless for any claims or liabilities resulting from the performance of the contract by the contractor, its employees, or representatives.

12. Contract

The proposal sheet requests a price for a one-year contract. The total sum shall be placed on the proper line as indicated on the proposal sheet and shall reflect the contractor’s proposal based on one visit a month. Per school service prices are also requested should the district find the need to adjust invoices due to missed service. Per school prices shall be filled in properly on the attached proposal sheet. Failure to provide per service prices may lead to rejection of proposal.

SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes:
1. Project information.
 2. Work covered by Contract Documents.
 3. Work under separate contracts.
 4. Access to sites.
 5. Coordination with occupants.
 6. Work restrictions.
 7. Specification and drawing conventions.

1.2 PROJECT INFORMATION

- A. Project Identification: ASD – Pest Control Service Contract
1. Project Location: This project includes various locations owned by the Allentown School District. The locations can be found in the proposal form.
- B. Owner: Allentown School District
31 S. Penn Street
Allentown, PA 18102
- C. Engineer: Barry Isett & Associates, Inc.
Attn: Mr. William Leitner
5420 Crackersport Road
Allentown, PA 18104
- D. RFIs: Questions may be submitted in writing to Mr. William Leitner at wleitner@barryisett.com on or before May 22, 2023 at 4:00 PM. Responses will be provided via email to all registered Contract Documents & Specifications holders.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Work of the Project is defined by the Contract Documents and consists of the following:
1. Insect, rodent, and preventative pest control for numerous facilities owned and operated by the Allentown School District as described or reasonably implied on the Contract Documents & Specifications.

B. Type of Contract

1. Project will be constructed under a single prime contract.

1.4 PHASED

- A. The Work shall be conducted in a single phase.

1.5 SCHEDULE

A. Schedule

1. Contract Period 1 –

- a. Anticipated Notice of Award: June 23, 2023
- b. Start Date: July 1, 2023.
- c. Completion Date: June 30, 2024.

2. Optional Contract Period 2* –

- a. Start Date: July 1, 2024.
- b. Completion Date: June 30, 2025.

3. Optional Contract Period 3* –

- a. Start Date: July 1, 2025.
- b. Completion Date: June 30, 2026.

4. Optional Contract Period 4* –

- a. Start Date: July 1, 2026.
- b. Completion Date: June 30, 2027.

5. Optional Contract Period 5* –

- a. Start Date: July 1, 2027.
- b. Completion Date: June 30, 2028.

6. *The Allentown School District has the option to extend the contract for each contract period in accordance with the dates listed above.

1.6 ACCESS TO SITE

- A. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.

1. Schedule deliveries to minimize use of driveways and entrances by operations.

- B. The contractor shall take all necessary precautions to protect the buildings and surrounding lawns, planting and other property including but not limited to the Owner and privately owned vehicles, equipment and other structures from damage resulting from activities under this contract.

1.7 COORDINATION WITH OCCUPANTS

- A. Full Owner Occupancy: Owner will occupy site and existing adjacent building(s) during entire period. Cooperate with Owner during operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's day-to-day operations. Maintain existing exits unless otherwise indicated.
 - 1. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and approval of authorities having jurisdiction.

1.8 WORK RESTRICTIONS

- A. Work Restrictions, General: Comply with restrictions on operations.
 - 1. Comply with limitations and requirements of authorities having jurisdiction.
- B. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to Owner and adjacent residences.
 - 1. Obtain Owner's written permission before proceeding with disruptive operations.
- C. Controlled Substances: Use of tobacco products and other controlled substances on the Project site is not permitted.

1.9 SPECIFICATION CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
 - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.

CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. Section includes administrative and procedural requirements for handling and processing Contract modifications.

1.2 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Owner will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum. If necessary, the description will include supplemental or revised Specifications.
1. Work Change Proposal Requests issued by Owner are not instructions either to stop work in progress or to execute the proposed change.
 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship.
- B. Contractor-Initiated Work Change Proposals: If latent or changed conditions require modifications to the Contract, Contractor may initiate a claim by submitting a request for a change to Owner.
1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum.
 2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.

1.3 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Work Changes Proposal Request, A change order will be issued. The change order will not be valid until it is signed or agreed upon by the Owner and Contractor.

PROJECT MANAGEMENT AND COORDINATION

PART 2 - GENERAL

2.1 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
 - 1. Requests for Information (RFIs).
 - 2. Schedule.
 - 3. Project meetings.

2.2 INFORMATIONAL SUBMITTALS

- A. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
 - 1. Name, address, and telephone number of entity performing subcontract or supplying products.

2.3 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate operations, included in different Sections that depend on each other for proper installation, connection, and operation.
 - 1. Schedule operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Prepare memoranda for distribution to each party involved, outlining special procedures required for coordination. Include such items as required notices, reports, and list of attendees at meetings.
 - 1. Prepare similar memoranda for Owner and separate contractors if coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors, including utility companies to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
 - 1. Preparation of Contractor's schedule.

2. Progress meetings (if applicable).
3. Pre-installation conferences (if applicable).
4. Project closeout activities (if applicable).

2.4 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Owner will return RFIs submitted by other entities controlled by Contractor with no response.
 2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
 2. Work location.
 3. Date.
 4. Name of Contractor.
 5. RFI number, numbered sequentially.
 6. RFI subject.
 7. Specification Section number and title and related paragraphs, as appropriate.
 8. Field dimensions and conditions, as appropriate.
 9. Contractor's suggested resolution. If Contractor's solution(s) impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
 10. Contractor's signature.
 11. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.

2.5 SCHEDULE

- A. Activities: Treat each floor or separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities in detail.
 2. Procurement Activities: Include procurement process activities for the following long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.

- B. Constraints: Include constraints and work restrictions indicated in the Contract Documents and as follows in schedule and show how the sequence of the Work is affected.
1. Phasing: Arrange list of activities on schedule by phase.
 2. Products Ordered in Advance: Include a separate activity for each product.
 3. Work Restrictions: Show the effect of the following items on the schedule:
 - a. Coordinate list below with work restrictions listed in Section 011000 "Summary."
 - b. Coordination with existing conditions.
 - c. Limitations of continued occupancies.
 - d. Uninterruptible services.
 - e. Use-of-premises restrictions.
 - f. Seasonal variations.
 - g. Environmental control.
 4. Work Stages: Indicate important stages for each major portion of the Work, including, but not limited to, the following:
 - a. Subcontract awards.
 - b. Submittals.
 - c. Purchases.
 - d. Installation.
 - e. Adjusting.
- C. Milestones: Include milestones indicated in the Contract Documents in schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and final completion.
- D. Upcoming Work Summary: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update. Summarize the following issues:
1. Unresolved issues.
 2. Unanswered Requests for Information.
 3. Rejected or unreturned submittals.
 4. Notations on returned submittals.
 5. Pending modifications affecting the Work and the Contract Time.
- E. Contractor's Schedule Updating: At bi-weekly intervals, update schedule to reflect actual progress and activities. Issue schedule at least 24 hours before each regularly scheduled progress meeting.

1. Revise schedule immediately after each meeting or other activity where revisions have been recognized or made. Issue updated schedule concurrently with the report of each such meeting.
 2. Include a report with updated schedule that indicates every change, including, but not limited to, changes in logic, durations, actual starts and finishes, and activity durations.
 3. As the Work progresses, indicate final completion percentage for each activity.
- F. Recovery Schedule: When periodic update indicates the Work is 7 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Distribution: Distribute copies of approved schedule to Owner, separate contractors and other parties identified by Contractor with a need-to-know schedule responsibility.
1. When revisions are made, distribute updated schedules to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in performance of activities.

2.6 PROJECT MEETINGS

- A. General: Owner will schedule and conduct meetings and conferences at work locations as needed, unless otherwise indicated.

PROPOSAL DOCUMENTS

PROPOSAL FORM FOR JULY 1, 2023 UNTIL JUNE 30, 2024

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

William Allen High School

Price per visit _____

Main Building Basement

Main Building 2nd Floor

Main Kitchen
Main Cafeteria
Student Center
Student Center Workroom
Cafeteria Annex
Cafeteria Annex Work Area
Faculty Cafeteria
Vegetable Prep Room
Stock Room (food)
Stock Room (paper)
Dish Room Art Room
Cafeteria Manager's Office
Cafeteria Employee Break Room
Phone Room
Boiler Room

North Staff Lounge
South Staff Lounge
Room 224 Home Economics
Room 221 Home Economics

Linden Wing Basement

Boiler Room
Power Tech
10L
11L
12L
14L
15L
16L

Phys Ed Building, 1st Floor

Track

Linden Wing

Nursery
Wrestling Locker Room

Bartholomew Building

Kitchen
Cafeteria

Louis E. Dieruff High School

Price per visit _____

Main Cafeteria
Main Kitchen
Faculty Cafeteria
9th Grade Cafeteria

Stock Room
Entire Basement Area,
including Locker Rooms
9th Grade Kitchen

Harrison Morton Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Stock Room
Cafeteria Employees' Rest Rooms
Dish Room Boiler Room

Teachers' Lunch Room
Cafeteria Manager's Office
Loading Dock Area
Home Economics Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Raub Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Dish Room
Cafeteria Employees' Rest Rooms

Stock Room
Loading Dock Area
Home Economics Room
Boiler Room

South Mountain Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms
Cafeteria Manager's Office

Stock Room (Basement)
Dish Room Area
Loading Area
Home Economics

Trexler Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Loading Dock Area
Home Economics Room

Cafeteria Manager's Office
Stock Room (2)
Cafeteria Employees' Rest Room
and Locker Area

Central Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms

Stock Room (2)
Ramp Area
Boiler Room
Old Locker Rooms

Cleveland Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Storage Room
Teachers' Cafeteria
Rest Rooms (Basement)

Art Room
Library
Basement Hall Areas
Boiler Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Dieruff High School

Price per visit _____

Flying Insect Trap Service – Sewer Flies

Dodd Elementary School

Price per visit _____

Main Kitchen
Cafeteria Manager’s Office
Teachers’ Cafeteria

Main Cafeteria
Dish Room
Boiler Room

Jackson Early Childhood Center

Price per visit _____

Two Feeding Areas
Kitchen Area
Ramp Area

Teachers’ Cafeteria
Manager’s Office
Stock Room

Jefferson Elementary School

Price per visit _____

Main Kitchen
Two Cafeteria Areas
Teachers’ Lunch Room

Cafeteria Storage Room
Utility Sink Area

Lehigh Parkway Elementary School

Price per visit _____

Main Kitchen
Storage Room (2)
Teachers’ Cafeteria

Manager’s Office
Cafeteria Employees’ Rest Rooms

Lincoln Newcomer Academy

Price per visit _____

All Common Areas (classrooms excluded)

Maintenance Warehouse

Price per visit _____

Stock Room
Room
Conference Room

Employees’ Rest Room and Lunch
Shop Areas

McKinley Elementary School

Price per visit _____

Serving Line Area
Two Storage Closets
Ramp Area

Teachers’ Lunch Room
Feeding Area, including Carpet Area

BUILDINGS LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Midway Manor Newcomer Academy

Price per visit _____

All Common Areas (classrooms excluded)

Mosser Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Teacher's Cafeteria
Dish Room

Storage Room (2)
Cafeteria Manager's Office
Cafeteria Employees' Rest Rooms

Muhlenberg Elementary School

Price per visit _____

Main Kitchen
Cafeteria
Storage Room
Loading Dock Area

Cafeteria Employees' Room
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms

Ramos Elementary School

Price per visit _____

Main Kitchen

Main Cafeteria

Ritter Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria
Cafeteria Office Dish Room

Main Cafeteria
Storage Closet

Roosevelt Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria

Main Cafeteria
Stock Room

Sheridan Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria
Main Cafeteria

Pantry
Stock Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Union Terrace Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Dish Room
Teachers' Cafeteria

Manager's Office
Stock Room (2)
Cafeteria Employees' Rest Rooms
Boiler Rooms

Washington Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria

Cafeteria Storage Room
Teachers' Lunch Room

William Penn Building

Price per visit _____

Main Kitchen
Main Cafeteria
Dish Room

Stock Room
Teachers' Lunch Room

Building 21

Price per visit _____

Main Cafeteria
Main Kitchen
Dock Area

Stock Room
Teachers' Lunch Room

Hayes Elementary School

Price per visit _____

Board Room
Employee Lunch Room(s)
All Kitchen Areas
All Basement Areas

Stadium Field House, Rest Rooms, and Concession Stands

Price per visit

As needed (Twice per Year)

NOTE: Refer to 7-A "Service Frequency and Scheduling" for additional service requirements.

BED BUGS

The Allentown School District has developed a **Bed Bug Action Plan** for dealing with reporting, identification, and treatment for bed bugs.

Bed Bug Action Plan

When the Director of Facilities Services has been notified of the presence of bed bugs in an Allentown School District building, the Director or his designee will respond to the building to make a determination if further action is warranted. Once further action has been determined, the Allentown School District Bed Bug pest control contractor will be notified of a reported bed bug problem and which building(s) there is a suspected problem. The District Bed Bug pest control contractor must send a qualified bed bug representative to the building within **Three (3) hours**. A determination, between the school district and the pest control representatives, will then be made if further action is warranted. Once further action has been determined, the Bed Bug pest control contractor must respond with a NESDCA certified K9 inspection team (dog and handler) within **Twenty-Four (24) hours**. Upon completion of the K9 inspection the Allentown School District, with consultation from the Bed Bug pest control contractor, will determine if or what further action is required.

Consistent with the Allentown School District's IPM (Integrated Pest Management) plan, the Allentown School District has determined that in the event of an infestation, the Allentown School District Bed Bug pest control contractor must have the ability to treat infested areas within **Seventy-Two (72) hours** using **Entotherm** bed bug control service.

Documentation

All PROPOSALders must submit proof of NESDCA K9 Team certification.
All PROPOSALders must submit an Entotherm bed bug control service action plan.

Pricing

K9 Detection minimum Two (2) hours on sight (five classrooms or less)	Price

Per hour rate over first 2 hours	Price

Entotherm bed bug control service (per room)	Price _____

The Allentown School District Reserves the Right to Award the **BED BUG Section to a separate contractor than the Allentown School District Pest Control Contract.**

**PROPOSAL SHEET
PEST CONTROL SERVICES
FOR THE
SCHOOL DISTRICT of the CITY of ALLENTOWN
2023-2024**

Date:

Board of Directors
School Board of the City of Allentown
31 South Penn Street
P. O. Box 328
Allentown, PA 18105

Directors:

We propose to furnish all materials, equipment, and labor for Pest Control from July 1, 2023 until June 30, 2024 in accordance with specifications for a total cost of:

(\$_____).
Price in Words Price in
Figures

Respectfully submitted,

Company

By: _____
Name

Title

PROPOSAL FORM FOR JULY 1, 2024 UNTIL JUNE 30, 2025

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

William Allen High School

Price per visit _____

Main Building Basement

Main Building 2nd Floor

Main Kitchen
Main Cafeteria
Student Center
Student Center Workroom
Cafeteria Annex
Cafeteria Annex Work Area
Faculty Cafeteria
Vegetable Prep Room
Stock Room (food)
Stock Room (paper)
Dish Room
Cafeteria Manager's Office
Cafeteria Employee Break Room
Phone Room
Boiler Room

North Staff Lounge
South Staff Lounge
Room 224 Home Economics
Room 221 Home Economics

Linden Wing Basement

Boiler Room
Power Tech
Art Room 10L
11L
12L
14L
15L
16L

Phys Ed Building, 1st Floor

Track

Linden Wing

Nursery
Wrestling Locker Room

Bartholomew Building

Kitchen
Cafeteria

Louis E. Dieruff High School

Price per visit _____

Main Cafeteria
Main Kitchen
Faculty Cafeteria
9th Grade Cafeteria

Stock Room
Entire Basement Area,
including Locker Rooms
9th Grade Kitchen

Harrison Morton Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Stock Room
Cafeteria Employees' Rest Rooms
Dish Room

Teachers' Lunch Room
Cafeteria Manager's Office
Loading Dock Area
Home Economics Room
Boiler Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Raub Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Dish Room
Cafeteria Employees' Rest Rooms

Stock Room
Loading Dock Area
Home Economics Room
Boiler Room

South Mountain Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms
Cafeteria Manager's Office

Stock Room (Basement)
Dish Room Area
Loading Area
Home Economics

Trexler Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Loading Dock Area
Home Economics Room

Cafeteria Manager's Office
Stock Room (2)
Cafeteria Employees' Rest Room
and Locker Area

Central Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms

Stock Room (2)
Ramp Area
Boiler Room
Old Locker Rooms

Cleveland Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Storage Room
Teachers' Cafeteria
Rest Rooms (Basement)

Art Room
Library
Basement Hall Areas
Boiler Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Dieruff High School

Price per visit _____

Flying Insect Trap Service – Sewer Flies

Dodd Elementary School

Price per visit _____

Main Kitchen
Cafeteria Manager’s Office
Teachers’ Cafeteria

Main Cafeteria
Dish Room
Boiler Room

Jackson Early Childhood Center

Price per visit _____

Two Feeding Areas
Kitchen Area
Ramp Area

Teachers’ Cafeteria
Manager’s Office
Stock Room

Jefferson Elementary School

Price per visit _____

Main Kitchen
Two Cafeteria Areas
Teachers’ Lunch Room

Cafeteria Storage Room
Utility Sink Area

Lehigh Parkway Elementary School

Price per visit _____

Main Kitchen
Storage Room (2)
Teachers’ Cafeteria

Manager’s Office
Cafeteria Employees’ Rest Rooms

Lincoln Newcomer Academy

Price per visit _____

All Common Areas (classrooms excluded)

Maintenance Warehouse

Price per visit _____

Stock Room
Room
Conference Room

Employees’ Rest Room and Lunch
Shop Areas

McKinley Elementary School

Price per visit _____

Serving Line Area
Two Storage Closets
Ramp Area

Teachers’ Lunch Room
Feeding Area, including Carpet Area

BUILDINGS LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Midway Manor Newcomer Academy

Price per visit _____

All Common Areas (classrooms excluded)

Mosser Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Teacher's Cafeteria
Dish Room

Storage Room (2)
Cafeteria Manager's Office
Cafeteria Employees' Rest Rooms

Muhlenberg Elementary School

Price per visit _____

Main Kitchen
Cafeteria
Storage Room
Loading Dock Area

Cafeteria Employees' Room
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms

Ramos Elementary School

Price per visit _____

Main Kitchen

Main Cafeteria

Ritter Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria
Cafeteria Office Dish Room

Main Cafeteria
Storage Closet

Roosevelt Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria

Main Cafeteria
Stock Room

Sheridan Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria
Main Cafeteria

Pantry
Stock Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Union Terrace Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Dish Room
Teachers' Cafeteria

Manager's Office
Stock Room (2)
Cafeteria Employees' Rest Rooms
Boiler Rooms

Washington Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria

Cafeteria Storage Room
Teachers' Lunch Room

William Penn Building

Price per visit _____

Main Kitchen
Main Cafeteria
Dish Room

Stock Room
Teachers' Lunch Room

Building 21

Price per visit _____

Main Cafeteria
Main Kitchen
Dock Area

Stock Room
Teachers' Lunch Room

Hayes Elementary School

Price per visit _____

Board Room
Employee Lunch Room(s)
All Kitchen Areas
All Basement Areas

Stadium Field House, Rest Rooms, and Concession Stands

Price per visit

As needed (Twice per Year)

NOTE: Refer to 7-A "Service Frequency and Scheduling" for additional service requirements.

BED BUGS

The Allentown School District has developed a **Bed Bug Action Plan** for dealing with reporting, identification, and treatment for bed bugs.

Bed Bug Action Plan

When the Director of Facilities Services has been notified of the presence of bed bugs in an Allentown School District building, the Director or his designee will respond to the building to make a determination if further action is warranted. Once further action has been determined, the Allentown School District Bed Bug pest control contractor will be notified of a reported bed bug problem and which building(s) there is a suspected problem. The District Bed Bug pest control contractor must send a qualified bed bug representative to the building within **Three (3) hours**. A determination, between the school district and the pest control representatives, will then be made if further action is warranted. Once further action has been determined, the Bed Bug pest control contractor must respond with a NESDCA certified K9 inspection team (dog and handler) within **Twenty-Four (24) hours**. Upon completion of the K9 inspection the Allentown School District, with consultation from the Bed Bug pest control contractor, will determine if or what further action is required.

Consistent with the Allentown School District's IPM (Integrated Pest Management) plan, the Allentown School District has determined that in the event of an infestation, the Allentown School District Bed Bug pest control contractor must have the ability to treat infested areas within **Seventy-Two (72) hours** using Entotherm bed bug control service.

Documentation

All PROPOSALders must submit proof of NESDCA K9 Team certification.
All PROPOSALders must submit an Entotherm bed bug control service action plan.

Pricing

K9 Detection minimum Two (2) hours on sight (five classrooms or less)	Price

Per hour rate over first 2 hours	Price

Entotherm bed bug control service (per room)	Price _____

The Allentown School District Reserves the Right to Award the BED BUG Section to a separate contractor than the Allentown School District Pest Control Contract.

**PROPOSAL SHEET
PEST CONTROL SERVICES
FOR THE
SCHOOL DISTRICT of the CITY of ALLENTOWN
2024-2025**

Date:

Board of Directors
School Board of the City of Allentown
31 South Penn Street
P. O. Box 328
Allentown, PA 18105

Directors:

We propose to furnish all materials, equipment, and labor for Pest Control from July 1, 2023 until June 30, 2024 in accordance with specifications for a total cost of:

(\$_____).
Price in Words Price in
Figures

Respectfully submitted,

Company

By: _____
Name

Title

PROPOSAL FORM FOR JULY 1, 2025 UNTIL JUNE 30, 2026

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

William Allen High School

Price per visit _____

Main Building Basement

Main Building 2nd Floor

Main Kitchen
Main Cafeteria
Student Center
Student Center Workroom
Cafeteria Annex
Cafeteria Annex Work Area
Faculty Cafeteria
Vegetable Prep Room
Stock Room (food)
Stock Room (paper)
Dish Room
Cafeteria Manager's Office
Cafeteria Employee Break Room
Phone Room
Boiler Room

North Staff Lounge
South Staff Lounge
Room 224 Home Economics
Room 221 Home Economics

Linden Wing Basement

Boiler Room
Power Tech
Art Room 10L
11L
12L
14L
15L
16L

Phys Ed Building, 1st Floor

Track

Linden Wing

Nursery
Wrestling Locker Room

Bartholomew Building

Kitchen
Cafeteria

Louis E. Dieruff High School

Price per visit _____

Main Cafeteria
Main Kitchen
Faculty Cafeteria
9th Grade Cafeteria

Stock Room
Entire Basement Area,
including Locker Rooms
9th Grade Kitchen

Harrison Morton Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Stock Room
Cafeteria Employees' Rest Rooms
Dish Room

Teachers' Lunch Room
Cafeteria Manager's Office
Loading Dock Area
Home Economics Room
Boiler Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Raub Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Dish Room
Cafeteria Employees' Rest Rooms

Stock Room
Loading Dock Area
Home Economics Room
Boiler Room

South Mountain Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms
Cafeteria Manager's Office

Stock Room (Basement)
Dish Room Area
Loading Area
Home Economics

Trexler Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Loading Dock Area
Home Economics Room

Cafeteria Manager's Office
Stock Room (2)
Cafeteria Employees' Rest Room
and Locker Area

Central Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms

Stock Room (2)
Ramp Area
Boiler Room
Old Locker Rooms

Cleveland Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Storage Room
Teachers' Cafeteria
Rest Rooms (Basement)

Art Room
Library
Basement Hall Areas
Boiler Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Dieruff High School

Price per visit _____

Flying Insect Trap Service – Sewer Flies

Dodd Elementary School

Price per visit _____

Main Kitchen
Cafeteria Manager’s Office
Teachers’ Cafeteria

Main Cafeteria
Dish Room
Boiler Room

Jackson Early Childhood Center

Price per visit _____

Two Feeding Areas
Kitchen Area
Ramp Area

Teachers’ Cafeteria
Manager’s Office
Stock Room

Jefferson Elementary School

Price per visit _____

Main Kitchen
Two Cafeteria Areas
Teachers’ Lunch Room

Cafeteria Storage Room
Utility Sink Area

Lehigh Parkway Elementary School

Price per visit _____

Main Kitchen
Storage Room (2)
Teachers’ Cafeteria

Manager’s Office
Cafeteria Employees’ Rest Rooms

Lincoln Newcomer Academy

Price per visit _____

All Common Areas (classrooms excluded)

Maintenance Warehouse

Price per visit _____

Stock Room
Room
Conference Room

Employees’ Rest Room and Lunch
Shop Areas

McKinley Elementary School

Price per visit _____

Serving Line Area
Two Storage Closets
Ramp Area

Teachers’ Lunch Room
Feeding Area, including Carpet Area

BUILDINGS LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Midway Manor Newcomer Academy

Price per visit _____

All Common Areas (classrooms excluded)

Mosser Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Teacher's Cafeteria
Dish Room

Storage Room (2)
Cafeteria Manager's Office
Cafeteria Employees' Rest Rooms

Muhlenberg Elementary School

Price per visit _____

Main Kitchen
Cafeteria
Storage Room
Loading Dock Area

Cafeteria Employees' Room
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms

Ramos Elementary School

Price per visit _____

Main Kitchen

Main Cafeteria

Ritter Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria
Cafeteria Office Dish Room

Main Cafeteria
Storage Closet

Roosevelt Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria

Main Cafeteria
Stock Room

Sheridan Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria
Main Cafeteria

Pantry
Stock Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Union Terrace Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Dish Room
Teachers' Cafeteria

Manager's Office
Stock Room (2)
Cafeteria Employees' Rest Rooms
Boiler Rooms

Washington Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria

Cafeteria Storage Room
Teachers' Lunch Room

William Penn Building

Price per visit _____

Main Kitchen
Main Cafeteria
Dish Room

Stock Room
Teachers' Lunch Room

Building 21

Price per visit _____

Main Cafeteria
Main Kitchen
Dock Area

Stock Room
Teachers' Lunch Room

Hayes Elementary School

Price per visit _____

Board Room
Employee Lunch Room(s)
All Kitchen Areas
All Basement Areas

Stadium Field House, Rest Rooms, and Concession Stands

Price per visit

As needed (Twice per Year)

NOTE: Refer to 7-A "Service Frequency and Scheduling" for additional service requirements.

BED BUGS

The Allentown School District has developed a **Bed Bug Action Plan** for dealing with reporting, identification, and treatment for bed bugs.

Bed Bug Action Plan

When the Director of Facilities Services has been notified of the presence of bed bugs in an Allentown School District building, the Director or his designee will respond to the building to make a determination if further action is warranted. Once further action has been determined, the Allentown School District Bed Bug pest control contractor will be notified of a reported bed bug problem and which building(s) there is a suspected problem. The District Bed Bug pest control contractor must send a qualified bed bug representative to the building within **Three (3) hours**. A determination, between the school district and the pest control representatives, will then be made if further action is warranted. Once further action has been determined, the Bed Bug pest control contractor must respond with a NESDCA certified K9 inspection team (dog and handler) within **Twenty-Four (24) hours**. Upon completion of the K9 inspection the Allentown School District, with consultation from the Bed Bug pest control contractor, will determine if or what further action is required.

Consistent with the Allentown School District's IPM (Integrated Pest Management) plan, the Allentown School District has determined that in the event of an infestation, the Allentown School District Bed Bug pest control contractor must have the ability to treat infested areas within **Seventy-Two (72) hours** using **Entotherm** bed bug control service.

Documentation

All PROPOSALders must submit proof of NESDCA K9 Team certification.
All PROPOSALders must submit an Entotherm bed bug control service action plan.

Pricing

K9 Detection minimum Two (2) hours on sight (five classrooms or less)	Price

Per hour rate over first 2 hours	Price

Entotherm bed bug control service (per room)	Price _____

The Allentown School District Reserves the Right to Award the **BED BUG Section to a separate contractor than the Allentown School District Pest Control Contract.**

**PROPOSAL SHEET
PEST CONTROL SERVICES
FOR THE
SCHOOL DISTRICT of the CITY of ALLENTOWN
2025-2026**

Date:

Board of Directors
School Board of the City of Allentown
31 South Penn Street
P. O. Box 328
Allentown, PA 18105

Directors:

We propose to furnish all materials, equipment, and labor for Pest Control from July 1, 2023 until June 30, 2024 in accordance with specifications for a total cost of:

(\$_____).
Price in Words Price in
Figures

Respectfully submitted,

Company

By: _____
Name

Title

PROPOSAL FORM FOR JULY 1, 2026 UNTIL JUNE 30, 2027

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

William Allen High School

Price per visit _____

Main Building Basement

Main Building 2nd Floor

Main Kitchen
Main Cafeteria
Student Center
Student Center Workroom
Cafeteria Annex
Cafeteria Annex Work Area
Faculty Cafeteria
Vegetable Prep Room
Stock Room (food)
Stock Room (paper)
Dish Room
Cafeteria Manager's Office
Cafeteria Employee Break Room
Phone Room
Boiler Room

North Staff Lounge
South Staff Lounge
Room 224 Home Economics
Room 221 Home Economics

Linden Wing Basement

Boiler Room
Power Tech
Art Room 10L
11L
12L
14L
15L
16L

Phys Ed Building, 1st Floor

Track

Linden Wing

Nursery
Wrestling Locker Room

Bartholomew Building

Kitchen
Cafeteria

Louis E. Dieruff High School

Price per visit _____

Main Cafeteria
Main Kitchen
Faculty Cafeteria
9th Grade Cafeteria

Stock Room
Entire Basement Area,
including Locker Rooms
9th Grade Kitchen

Harrison Morton Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Stock Room
Cafeteria Employees' Rest Rooms
Dish Room

Teachers' Lunch Room
Cafeteria Manager's Office
Loading Dock Area
Home Economics Room
Boiler Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Raub Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Dish Room
Cafeteria Employees' Rest Rooms

Stock Room
Loading Dock Area
Home Economics Room
Boiler Room

South Mountain Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms
Cafeteria Manager's Office

Stock Room (Basement)
Dish Room Area
Loading Area
Home Economics

Trexler Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Loading Dock Area
Home Economics Room

Cafeteria Manager's Office
Stock Room (2)
Cafeteria Employees' Rest Room
and Locker Area

Central Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms

Stock Room (2)
Ramp Area
Boiler Room
Old Locker Rooms

Cleveland Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Storage Room
Teachers' Cafeteria
Rest Rooms (Basement)

Art Room
Library
Basement Hall Areas
Boiler Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Dieruff High School

Price per visit _____

Flying Insect Trap Service – Sewer Flies

Dodd Elementary School

Price per visit _____

Main Kitchen
Cafeteria Manager’s Office
Teachers’ Cafeteria

Main Cafeteria
Dish Room
Boiler Room

Jackson Early Childhood Center

Price per visit _____

Two Feeding Areas
Kitchen Area
Ramp Area

Teachers’ Cafeteria
Manager’s Office
Stock Room

Jefferson Elementary School

Price per visit _____

Main Kitchen
Two Cafeteria Areas
Teachers’ Lunch Room

Cafeteria Storage Room
Utility Sink Area

Lehigh Parkway Elementary School

Price per visit _____

Main Kitchen
Storage Room (2)
Teachers’ Cafeteria

Manager’s Office
Cafeteria Employees’ Rest Rooms

Lincoln Newcomer Academy

Price per visit _____

All Common Areas (classrooms excluded)

Maintenance Warehouse

Price per visit _____

Stock Room
Room
Conference Room

Employees’ Rest Room and Lunch
Shop Areas

McKinley Elementary School

Price per visit _____

Serving Line Area
Two Storage Closets
Ramp Area

Teachers’ Lunch Room
Feeding Area, including Carpet Area

BUILDINGS LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Midway Manor Newcomer Academy

Price per visit _____

All Common Areas (classrooms excluded)

Mosser Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Teacher's Cafeteria
Dish Room

Storage Room (2)
Cafeteria Manager's Office
Cafeteria Employees' Rest Rooms

Muhlenberg Elementary School

Price per visit _____

Main Kitchen
Cafeteria
Storage Room
Loading Dock Area

Cafeteria Employees' Room
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms

Ramos Elementary School

Price per visit _____

Main Kitchen

Main Cafeteria

Ritter Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria
Cafeteria Office Dish Room

Main Cafeteria
Storage Closet

Roosevelt Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria

Main Cafeteria
Stock Room

Sheridan Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria
Main Cafeteria

Pantry
Stock Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Union Terrace Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Dish Room
Teachers' Cafeteria

Manager's Office
Stock Room (2)
Cafeteria Employees' Rest Rooms
Boiler Rooms

Washington Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria

Cafeteria Storage Room
Teachers' Lunch Room

William Penn Building

Price per visit _____

Main Kitchen
Main Cafeteria
Dish Room

Stock Room
Teachers' Lunch Room

Building 21

Price per visit _____

Main Cafeteria
Main Kitchen
Dock Area

Stock Room
Teachers' Lunch Room

Hayes Elementary School

Price per visit _____

Board Room
Employee Lunch Room(s)
All Kitchen Areas
All Basement Areas

Stadium Field House, Rest Rooms, and Concession Stands

Price per visit

As needed (Twice per Year)

NOTE: Refer to 7-A "Service Frequency and Scheduling" for additional service requirements.

BED BUGS

The Allentown School District has developed a **Bed Bug Action Plan** for dealing with reporting, identification, and treatment for bed bugs.

Bed Bug Action Plan

When the Director of Facilities Services has been notified of the presence of bed bugs in an Allentown School District building, the Director or his designee will respond to the building to make a determination if further action is warranted. Once further action has been determined, the Allentown School District Bed Bug pest control contractor will be notified of a reported bed bug problem and which building(s) there is a suspected problem. The District Bed Bug pest control contractor must send a qualified bed bug representative to the building within **Three (3) hours**. A determination, between the school district and the pest control representatives, will then be made if further action is warranted. Once further action has been determined, the Bed Bug pest control contractor must respond with a NESDCA certified K9 inspection team (dog and handler) within **Twenty-Four (24) hours**. Upon completion of the K9 inspection the Allentown School District, with consultation from the Bed Bug pest control contractor, will determine if or what further action is required.

Consistent with the Allentown School District's IPM (Integrated Pest Management) plan, the Allentown School District has determined that in the event of an infestation, the Allentown School District Bed Bug pest control contractor must have the ability to treat infested areas within **Seventy-Two (72) hours** using Entotherm bed bug control service.

Documentation

All PROPOSALders must submit proof of NESDCA K9 Team certification.
All PROPOSALders must submit an Entotherm bed bug control service action plan.

Pricing

K9 Detection minimum Two (2) hours on sight (five classrooms or less)	Price

Per hour rate over first 2 hours	Price

Entotherm bed bug control service (per room)	Price _____

The Allentown School District Reserves the Right to Award the BED BUG Section to a separate contractor than the Allentown School District Pest Control Contract.

**PROPOSAL SHEET
PEST CONTROL SERVICES
FOR THE
SCHOOL DISTRICT of the CITY of ALLENTOWN
2026-2027**

Date:

Board of Directors
School Board of the City of Allentown
31 South Penn Street
P. O. Box 328
Allentown, PA 18105

Directors:

We propose to furnish all materials, equipment, and labor for Pest Control from July 1, 2023 until June 30, 2024 in accordance with specifications for a total cost of:

(\$ _____).

	Price in Words	Price in
Figures		

Respectfully submitted,

Company

By: _____

Name

Title

PROPOSAL FORM FOR JULY 1, 2027 UNTIL JUNE 30, 2028

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

William Allen High School

Price per visit _____

Main Building Basement

Main Building 2nd Floor

Main Kitchen
Main Cafeteria
Student Center
Student Center Workroom
Cafeteria Annex
Cafeteria Annex Work Area
Faculty Cafeteria
Vegetable Prep Room
Stock Room (food)
Stock Room (paper)
Dish Room
Cafeteria Manager's Office
Cafeteria Employee Break Room
Phone Room
Boiler Room

North Staff Lounge
South Staff Lounge
Room 224 Home Economics
Room 221 Home Economics

Linden Wing Basement

Boiler Room
Power Tech
Art Room 10L
11L
12L
14L
15L
16L

Phys Ed Building, 1st Floor

Track

Linden Wing

Nursery
Wrestling Locker Room

Bartholomew Building

Kitchen
Cafeteria

Louis E. Dieruff High School

Price per visit _____

Main Cafeteria
Main Kitchen
Faculty Cafeteria
9th Grade Cafeteria

Stock Room
Entire Basement Area,
including Locker Rooms
9th Grade Kitchen

Harrison Morton Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Stock Room
Cafeteria Employees' Rest Rooms
Dish Room

Teachers' Lunch Room
Cafeteria Manager's Office
Loading Dock Area
Home Economics Room
Boiler Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Raub Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Dish Room
Cafeteria Employees' Rest Rooms

Stock Room
Loading Dock Area
Home Economics Room
Boiler Room

South Mountain Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms
Cafeteria Manager's Office

Stock Room (Basement)
Dish Room Area
Loading Area
Home Economics

Trexler Middle School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Loading Dock Area
Home Economics Room

Cafeteria Manager's Office
Stock Room (2)
Cafeteria Employees' Rest Room
and Locker Area

Central Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms

Stock Room (2)
Ramp Area
Boiler Room
Old Locker Rooms

Cleveland Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Storage Room
Teachers' Cafeteria
Rest Rooms (Basement)

Art Room
Library
Basement Hall Areas
Boiler Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Dieruff High School

Price per visit _____

Flying Insect Trap Service – Sewer Flies

Dodd Elementary School

Price per visit _____

Main Kitchen
Cafeteria Manager’s Office
Teachers’ Cafeteria

Main Cafeteria
Dish Room
Boiler Room

Jackson Early Childhood Center

Price per visit _____

Two Feeding Areas
Kitchen Area
Ramp Area

Teachers’ Cafeteria
Manager’s Office
Stock Room

Jefferson Elementary School

Price per visit _____

Main Kitchen
Two Cafeteria Areas
Teachers’ Lunch Room

Cafeteria Storage Room
Utility Sink Area

Lehigh Parkway Elementary School

Price per visit _____

Main Kitchen
Storage Room (2)
Teachers’ Cafeteria

Manager’s Office
Cafeteria Employees’ Rest Rooms

Lincoln Newcomer Academy

Price per visit _____

All Common Areas (classrooms excluded)

Maintenance Warehouse

Price per visit _____

Stock Room
Room
Conference Room

Employees’ Rest Room and Lunch
Shop Areas

McKinley Elementary School

Price per visit _____

Serving Line Area
Two Storage Closets
Ramp Area

Teachers’ Lunch Room
Feeding Area, including Carpet Area

BUILDINGS LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Midway Manor Newcomer Academy

Price per visit _____

All Common Areas (classrooms excluded)

Mosser Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Teacher's Cafeteria
Dish Room

Storage Room (2)
Cafeteria Manager's Office
Cafeteria Employees' Rest Rooms

Muhlenberg Elementary School

Price per visit _____

Main Kitchen
Cafeteria
Storage Room
Loading Dock Area

Cafeteria Employees' Room
Teachers' Lunch Room
Cafeteria Employees' Rest Rooms

Ramos Elementary School

Price per visit _____

Main Kitchen

Main Cafeteria

Ritter Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria
Cafeteria Office Dish Room

Main Cafeteria
Storage Closet

Roosevelt Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria

Main Cafeteria
Stock Room

Sheridan Elementary School

Price per visit _____

Main Kitchen
Teachers' Cafeteria
Main Cafeteria

Pantry
Stock Room

BUILDINGS/LOCATIONS/SERVICE AREAS

PRICE PER VISIT

Union Terrace Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria
Dish Room
Teachers' Cafeteria

Manager's Office
Stock Room (2)
Cafeteria Employees' Rest Rooms
Boiler Rooms

Washington Elementary School

Price per visit _____

Main Kitchen
Main Cafeteria

Cafeteria Storage Room
Teachers' Lunch Room

William Penn Building

Price per visit _____

Main Kitchen
Main Cafeteria
Dish Room

Stock Room
Teachers' Lunch Room

Building 21

Price per visit _____

Main Cafeteria
Main Kitchen
Dock Area

Stock Room
Teachers' Lunch Room

Hayes Elementary School

Price per visit _____

Board Room
Employee Lunch Room(s)
All Kitchen Areas
All Basement Areas

Stadium Field House, Rest Rooms, and Concession Stands

Price per visit

As needed (Twice per Year)

NOTE: Refer to 7-A "Service Frequency and Scheduling" for additional service requirements.

BED BUGS

The Allentown School District has developed a **Bed Bug Action Plan** for dealing with reporting, identification, and treatment for bed bugs.

Bed Bug Action Plan

When the Director of Facilities Services has been notified of the presence of bed bugs in an Allentown School District building, the Director or his designee will respond to the building to make a determination if further action is warranted. Once further action has been determined, the Allentown School District Bed Bug pest control contractor will be notified of a reported bed bug problem and which building(s) there is a suspected problem. The District Bed Bug pest control contractor must send a qualified bed bug representative to the building within **Three (3) hours**. A determination, between the school district and the pest control representatives, will then be made if further action is warranted. Once further action has been determined, the Bed Bug pest control contractor must respond with a NESDCA certified K9 inspection team (dog and handler) within **Twenty-Four (24) hours**. Upon completion of the K9 inspection the Allentown School District, with consultation from the Bed Bug pest control contractor, will determine if or what further action is required.

Consistent with the Allentown School District's IPM (Integrated Pest Management) plan, the Allentown School District has determined that in the event of an infestation, the Allentown School District Bed Bug pest control contractor must have the ability to treat infested areas within **Seventy-Two (72) hours** using **Entotherm** bed bug control service.

Documentation

All PROPOSALders must submit proof of NESDCA K9 Team certification.
All PROPOSALders must submit an Entotherm bed bug control service action plan.

Pricing

K9 Detection minimum Two (2) hours on sight (five classrooms or less)	Price

Per hour rate over first 2 hours	Price

Entotherm bed bug control service (per room)	Price _____

The Allentown School District Reserves the Right to Award the **BED BUG Section to a separate contractor than the Allentown School District Pest Control Contract.**

**PROPOSAL SHEET
PEST CONTROL SERVICES
FOR THE
SCHOOL DISTRICT of the CITY of ALLENTOWN
2027-2028**

Date:

Board of Directors
School Board of the City of Allentown
31 South Penn Street
P. O. Box 328
Allentown, PA 18105

Directors:

We propose to furnish all materials, equipment, and labor for Pest Control from July 1, 2023 until June 30, 2024 in accordance with specifications for a total cost of:

(\$_____).
Price in Words Price in
Figures

Respectfully submitted,

Company

By: _____
Name

Title

BID SUBMITTAL CHECKLIST

The following represents a list of those Documents and materials, which will be required in connection with the Project. Certain items will be required at the time of the Bid submission; failure to submit them will render the Bid nonresponsive, which may result in the rejection of the Bid by the Owner in accordance with Pennsylvania law; other items will be required after Award of the Contract but no later than time set for the Contract execution. Specific review should be made of Bidding Documents contained in the Project Manual to ascertain what those Documents are and when they are required to be submitted.

This reminder summary is to act as courtesy to potential Proposers so as to remind them what Documents or materials need to be submitted.

Submissions required with the Bid:

- 004113.1 Bid Form 2023-2024, completed
- 004113.2 Bid Form 2024-2025, completed
- 004113.3 Bid Form 2025-2026, completed
- 004113.4 Bid Form 2026-2027, completed
- 004113.5 Bid Form 2027-2028, completed
- Bid Bond or Certified Check or Cashier's Check, AIA-310, completed
- Consent of Surety Non-Collusion Affidavit (notarized)
- E Verify Act Form

Once again, this reminder list is submitted to the Bidders strictly as courtesy and is not to be binding on the Owner. Responsibility for ascertaining and submitting the Documents needed for consideration of the Bid, and at appropriate time, falls upon each and every Bidder.

Submissions required Post Award of the Contract and on or before the Contract execution

- Payment Bond
- Performance Bond
- Executed Standard Contract (contained in Contract Documents)
- Criminal Record Check (Act 34), Child Abuse Clearance (Act 151) and Act 114 of 2006
- Certificate of Insurance
- Owners Liability Insurance (By Contractors)

CONSENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we, _____
_____, as Surety, a corporation existing under the laws of the
State/Commonwealth of _____, and authorized to transact
business in the Commonwealth of Pennsylvania, hereby agree to execute within the time limit
and in the forms and amounts specified in the Contract Documents, the Contract Bonds as
required for the faithful performance and proper fulfillment of the Contract for

On behalf of _____
hereinafter called the Proposer, provided that the above Contract be award to the Proposer
within sixty (60) days after the date of opening of proposals, or as otherwise set forth in the
Instructions to Proposers and any amendments thereto; and the Surety further agrees that
should the Surety, after notification of intent to make such award, refuse to execute and/or
otherwise provide the required Bonds, then the Surety shall pay to the Allentown School
District, 31 South Penn Street, Allentown, Lehigh County, Pennsylvania 18105, as Owner of the
Project, the amount of the Proposal Security.

ATTEST

SURETY

DATE

SIGNATURE (AFFIX CORPORATE SEAL)

ATTORNEY IN FACT

NON-COLLUSION AFFIDAVIT

State of _____

County of _____

I _____, being first duly sworn, deposes and says that:
(Print Name)

(1) I am _____ of
(Title)
_____, the Proposer that has submitted the
(Name of Firm)
attached bid;

(2) I am fully informed respecting the preparation and contents of the attached Proposal and all pertinent circumstances respecting such Proposal;

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

(4) Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantages against the Allentown School District or any person interested in the proposed Contract; and

(5) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

(Signed) _____

(Title)

Subscribed and sworn to before me

This ____ day of _____, 20 ____.

(Title)

My Commission Expires _____

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. § § 1661 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

AIA[®] Document A310™ - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

« »« »
« »

SURETY:

(Name, legal status and principal place of business)

« »« »
« »

OWNER:

(Name, legal status and address)

« »« »
« »

BOND AMOUNT: \$ « »

PROJECT:

(Name, location or address, and Project number, if any)

«IU13 Fairland CSW»
« »
« »

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

Signed and sealed this « » day of « », « »

(Witness)

(Witness)

« »

(Contractor as Principal) (Seal)

« »

(Title)

« »

(Surety) (Seal)

« »

(Title)

AIA[®] Document A104[™] – 2017

Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

and the Contractor:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

for the following Project:
(Name, location and detailed description)

« »
« »
« »

All references to “Architect” in the following document shall be replaced with the word “Engineer”.

The Architect:
(Name, legal status, address and other information)

« »« »
« »
« »
« »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

ELECTRONIC COPYING of any portion of this AIA[®] Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

[« »] The date of this Agreement.

[« »] A date set forth in a notice to proceed issued by the Owner.

[] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work

Substantial Completion Date

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

§ 2.4 Final Completion

§ 2.4.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Final Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[] By the following date:

§ 2.4.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Final Completion of the entire Work, the Contractor shall achieve Final Completion of such portions by the following dates:

Portion of Work

Final Completion Date

§ 2.4.3 If the Contractor fails to achieve Final Completion as provided in this Section 2.4, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

[] Stipulated Sum, in accordance with Section 3.2 below

[« »] Cost of the Work plus the Contractor's Fee, in accordance with Section 3.3 below

[« »] Cost of the Work plus the Contractor's Fee with a Guaranteed Maximum Price, in accordance with Section 3.4 below

(Based on the selection above, complete Section 3.2, 3.3 or 3.4 below.)

§ 3.2 The Stipulated Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price

§ 3.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

« Liquidated damages in the amount of \$500.00 per day shall be assessed if work is not complete before the Substantial Completion date.

Liquidated damages in the amount of \$250.00 per day shall be assessed if work is not complete before the Final Completion date.

»

ARTICLE 4 PAYMENT

§ 4.1 Progress Payments

§ 4.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 4.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 4.1.3 Provided that an Application for Payment is received by the Architect not later than the «15th» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «30th» day of the «following» month. If an Application for Payment is received by the Architect after the date fixed above, payment

shall be made by the Owner not later than «Sixty» («60») days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 4.1.4 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)

« Retainage shall be held in the amount of 10% »

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

(Insert rate of interest agreed upon, if any.)

«0.00» % «Zero »

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.5.1.

§ 4.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment.

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim, the method of binding dispute resolution shall be as follows:

(Check the appropriate box.)

[] Arbitration pursuant to Section 21.6 of this Agreement

[] Litigation in the Court of Common Pleas of Lehigh County

[] Other *(Specify)*

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203–2013 incorporated into this Agreement.)

<< >>

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 6.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<< >>

Section	Title	Date	Pages

§ 6.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<< >>

Number	Title	Date

§ 6.1.6 The Addenda, if any:

Number	Date	Pages

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 7.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

§ 7.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 7.4 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service

§ 7.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 7.5.2 The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

§ 7.6 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 7.7 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

§ 7.8 Severability

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

<< >>

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

ARTICLE 8 OWNER

§ 8.1 Information and Services Required of the Owner

§ 8.1.1 Intentionally Deleted.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

§ 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

§ 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may deduct the reasonable cost thereof, including Owner's expenses and compensation for the Architect's services made necessary thereby, from the payment then or thereafter due the Contractor.

ARTICLE 9 CONTRACTOR

§ 9.1 Review of Contract Documents and Field Conditions by Contractor

§ 9.1.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

§ 9.1.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

§ 9.1.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 9.2 Supervision and Construction Procedures

§ 9.2.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

§ 9.2.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

§ 9.2.3 If, in the sole judgement of the Owner, the Superintendent assigned by the Contractor is not satisfactorily performing under the terms of the Contract Documents, the Contractor shall replace the Superintendent at no additional cost to the Owner.

§ 9.3 Labor and Materials

§ 9.3.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 9.3.2 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them. Owner reserves the right to require the Contractor to remove from the Owner's property any employee of the Contractor and/or its subcontractor or sub-subcontractor, which employee the Owner shall deem, in its sole discretion, to be an unfit person or person not skilled in task assigned to the employee.

§ 9.3.3 The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

§ 9.4 Warranty

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. Warranties required by the Contract Documents shall commence on the date that the Architect certifies that final completion of the work has been achieved by the Contractor, as set forth in Article 15.5.

§ 9.5 Taxes

§ 9.5.1 The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 9.5.2 The Contractor shall be familiar with applicable exemptions and exclusions (collectively referred to hereinafter as "exemptions") from sales and use taxes for the Work and/ or any component thereof under applicable Pennsylvania law.

§ 9.5.3 The Contractor acknowledges and confirms its understanding that under 72 P.S. 7204 (57) (and the relevant regulations issued by the Pennsylvania Department of Revenue and the case law interpreting the statute and regulations), the sale at retail or to use by a construction contractor of building machinery and equipment (as defined in the applicable statutes and regulations) and services thereto that are transferred to a political subdivision, such as the Owner, are exempt from sales and use tax and agrees: (a) that it has not and will not include in the Contract sum any sales or use tax on exempt items; (b) to refund to the Owner, or to permit the Owner to deduct from the Contract Sum, any sales or use tax paid by the Contractor on exempt items; (c) to maintain records separately identifying the items of material and/ or equipment on which any such tax was paid and the amounts of each such tax payment; and (d) to afford the Owner and/ or its representatives the opportunity to inspect and photocopy any of the Contractor's books and records evidencing the payment of any tax described in paragraph 9.5.1 in connection with the Project, at the Owner's cost and expense. The Contractor agrees to include this provision in each of its subcontracts executed and issued in connection with the Project.

§ 9.5.4. The Contractor agrees that the Owner will be damaged in an amount that cannot be easily calculated if the contractor fails or refused to give the Owner access to the Contractor's records as required in this Article. Should the

Contractor fail or refuse to allow the Owner access to records as required herein, the Contractor shall pay to the Owner as liquidated damages and not as a penalty a sum to 1% of the Contract Sum.

§ 9.5.5 In the event that it is determined that the Contractor or its Subcontractors has paid and/or use tax on an otherwise tax-exempt items, the Owner may elect to seek a refund from the Pennsylvania Department of Revenue, or any other applicable taxing jurisdiction, in lieu of any other remedy afforded to it pursuant to this Article. The Contractor on its own behalf, and on behalf of all its subcontractors and material suppliers, shall be deemed to have assigned to the Owner any and all rights to seek a refund of any and all sales and/or use taxes paid. The Contractor and its Subcontractors will cooperate in completing any proof of assignment, supply copies of purchase orders and invoices, and provide proof of payments necessary to secure the applicable sales and/or use tax refund requested from the Pennsylvania Department of Revenue or any other taxing jurisdictions.

§ 9.6 Permits, Fees, Notices, and Compliance with Laws

§ 9.6.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 9.6.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 9.7 Allowances

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Allowance amounts shall include the Contractor's costs for unloading and handling at the site, labor, installation, overhead, and profit.

§ 9.8 Contractor's Construction Schedules

§ 9.8.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 9.8.2 The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

§ 9.9 Submittals

§ 9.9.1 The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

§ 9.9.2 Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

§ 9.9.3 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services

or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

§ 9.10 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 9.11 Cutting and Patching

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

§ 9.12 Cleaning Up

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project. In the event that the Contractor fails to comply with the requirements of this paragraph, the Owner shall have the right to perform the Work and back charge the Contractor for the costs thereof.

§ 9.13 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 9.14 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 9.15 Indemnification

§ 9.15.1 To the fullest extent permitted by law, the Contractor shall indemnify, defend, and hold harmless the Owner, Architect, Architect's consultants and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1. The Contractor agrees to and does hereby assume on behalf of the Owner, Architect, Architect's consultants and agents, and employees of any of them, the defense of any action which may be brought against the indemnified parties in any such action. In the event that any such claim, loss, cost, expense, liability, damages or injury arises or is made, asserted or threatened against the Owner for which the Contractor, or its insured does not admit coverage, or if the Owner reasonably determines such coverage to be inadequate, the Owner shall have the right to withhold from Contractor any payments due or to become due to the Contractor in an amount sufficient to protect the Owner from such claim, loss, expense, liability, damage or injury, including, but not limited to, legal fees and expenses reasonably necessary for the defense thereof. Contractor's obligations under this subparagraph shall survive the completion of the Owner and Project.

§ 9.15.2 In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE 10 ARCHITECT

§ 10.1 The Architect will provide administration of the Contract and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

§ 10.2 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for, the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.4 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.5 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.6 The Architect will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.7 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.8 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 10.9 Duties, responsibilities and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified or extended without written consent of the Owner and Architect. Consent shall not be unreasonably withheld.

ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the Architect the names of the

Subcontractors or suppliers for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 12.1 The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the contract identical or substantially similar to these.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor.

ARTICLE 13 CHANGES IN THE WORK

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor and Architect, or by written Construction Change Directive signed by the Owner and Architect.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

ARTICLE 14 TIME

§ 14.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing this Agreement the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 14.2 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 14.3 The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.4.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by changes ordered in the Work, by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties or any causes beyond the Contractor’s control, or by other causes which the Architect determines justifies the delay asserted by the Contractor, then the Contract Time shall be extended by Change Order for such reasonable time as the Architect may determine. Contractor's remedy in the event of justifiable delay shall be limited to an extension of the Contract Time. Contractor shall not be entitled to recover damages for delay or for any other reason in the event that the Contract Time is extended.

ARTICLE 15 PAYMENTS AND COMPLETION

§ 15.1 APPLICATIONS FOR PAYMENT

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit to the Architect, before the first Application for Payment, a schedule of values, allocating the entire Contract Sum to the various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used in reviewing the Contractor’s Applications for Payment.

§ 15.1.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed (1) progress payments already received by the Contractor, less (2) that portion of those payments attributable to the Contractor’s Fee; plus (3) payrolls for the period covered by the present Application for Payment.

§ 15.1.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.1.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor’s knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner’s interests.

§ 15.2 CERTIFICATES FOR PAYMENT

§ 15.2.1 The Architect will, within seven days after receipt of the Contractor’s Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner in writing of the Architect’s reasons for withholding certification in whole or in part as provided in Section 15.2.3.

§ 15.2.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect’s evaluations of the Work and the data comprising the Application for Payment, that, to the best of the Architect’s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion and to specific qualifications expressed by the Architect. The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques,

sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 15.2.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.2.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.2.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 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; or
- .7 Failure to carry out the Work in accordance with the Contract Documents.

§ 15.2.4 When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 15.3 PROGRESS PAYMENTS

§ 15.3.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in similar manner.

§ 15.3.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor except as may otherwise be required by law.

§ 15.3.3 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work that is performed by the Contractor in accordance with the Contract Documents.

§ 15.4 SUBSTANTIAL COMPLETION

§ 15.4.1 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 that the Owner can occupy or utilize the Work for its intended use.

§ 15.4.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 15.4.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion, establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall

commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.4.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 15.5 FINAL COMPLETION AND FINAL PAYMENT

§ 15.5.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection and, when the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.5.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.5.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.5.3 Intentionally Deleted.

§ 15.5.4 Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

§ 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and
- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation, or replacement in the course of construction.

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

§ 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB),

encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and report the condition to the Owner and Architect in writing. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay and start-up.

§ 16.2.2 *Intentionally Deleted.*

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

ARTICLE 17 INSURANCE AND BONDS

§ 17.1 Contractor's Insurance

§ 17.1.1 The Contractor, at its own cost and expense, during the term of this Agreement and for any additional period(s) as required in 17.1.2, shall purchase from, and maintain in a company or companies with an A.M. Best rating of "A" or better and lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor, and Owner from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by the Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. Contractor is responsible to pay any and all deductibles and/or self-insured retentions that may apply to the required insurance. The Owner, its appointed boards, directors, officers, employees, agents and subagents, individually and collectively, shall be named additional insureds on the policies as noted below. The Contractor's coverage naming the Owner as additionally insured shall include an endorsement specifying that the Contractor's coverage is primary and non-contributory to any other coverage available to the Owner, including, without limitation, coverage maintained by the Owner wherein the Owner is named insured, and that no act or omission shall invalidate coverage.

- .1 Claims under worker's compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed'
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability insurance;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily harm, death or a person or property damage arising out of ownership, maintenance or use of a motor vehicle or mobile equipment'
- .7 Claims for bodily injury or property damage arising out of products or completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 17.1.2 The insurance required by Section 17.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, must be written on an occurrence basis (exception - professional and environmental / pollution liability may be written on a "claims made" basis) and shall be maintained without interruption from the date of commencement of the Work until date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's products and completed operations, and any coverage written on a claims made basis, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 17.1.2.1

Required insurance and limits are:

- .1 Commercial General Liability Insurance with a minimum acceptable limit of coverage of \$1,000,000 per occurrence, \$2,000,000 aggregate. The general aggregate must be per project. Coverage must be written on a Standard ISO General Liability form (CG0001) and should not contain any specific exclusions relating to contractual, products / completed operations liability, contractor's protective liability, and explosion, collapse, and underground property damage hazard. Owner must be named as additional insured. Products and completed insurance shall be maintained for a minimum of one (1) year after final payment and the Contractor shall continue to provide evidence of such coverage to the Owner on an annual basis during the aforementioned period.
- .2 Business Auto Liability Insurance with a minimum acceptable limit of coverage of \$1,000,000 combined single limit for bodily injury and property damage. Coverage must include owned, hired, and non-owned vehicles. Owner must be named as additional insured.
- .3 Workers' Compensation Insurance must provide benefits as mandated by the state workers' compensation statute. Minimum acceptable Employer's Liability Limit is \$500,000 each accident, bodily injury by accident and \$500,000 for each employee, bodily injury by disease, \$500,000 policy limit, bodily injury by disease.
- .4 Excess Liability Insurance with a minimum acceptable limit of coverage of \$3,000,000 per occurrence and aggregate. Such coverage shall be excess of the general liability insurance, business auto liability insurance, and employer's liability as required by this contractor. Owner must be named additional insured.
- .5 If professional services are involved - Professional (E&O) Liability Insurance with minimum acceptable limits of \$1,000,000 per claim, \$2,000,000 aggregate.
- .6 If any work involves or includes handling, transporting, disposing or performing work or operations with hazardous substances or constitutes, contaminants, waste, toxic materials, or any potential pollutants - Environmental / Pollution Liability Insurance with minimum acceptable limits of \$3,000,000 per occurrence. Owner must be named as additional insured.
- .7 The Contractor shall purchase All Risk Coverage based on the completed value.

§17.1.2.2 Any coverage provided by a "claims made" basis shall have the policy date or retroactive date, predated to this Agreement. The termination date of the policy, and/ or any applicable extended reporting period, shall be no earlier than the termination date of coverage required by "Final Completion and Final Payment", Paragraph 9.10.

§17.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by the Section 17.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire at least 30 days' prior written notice has been given to the Owner. The cancellation clause shall not be qualified in any manner or have any exclusions. (If requested by Owner, Contractor shall file a copy of all policies in lieu of the resolution certificates of insurance for same). The Owner shall be named as additional insured on all certificates of insurance. The policies used on the certificate shall be primary.

An additional certificate evidence continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 17.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§17.1.3.1 Failure of Contractor to obtain and maintain the required insurance shall constitute a breach of contract and Contractor will be liable to Owner for any and all cost, liabilities, damages, and penalties (including attorney's fees, court, and settlement expenses) resulting from such breach, unless Owner provides Contractor with a written waiver of the specific insurance requirement.

§ 17.1.3.2 None of the requirements contained herein as to the types, limits, or Owner's approval of insurance coverage to be maintained by Contractor are intended to and shall not in any matter, limit, qualify, or quantify the liabilities and obligations assumed by Contractor under the Contract Documents, any other agreement with the Owner, or otherwise provided by law.

§ 17.1.3.3 The contractor shall require all subcontractors (of every tier) to meet the same insurance criteria as required of the Contractor. The subcontractor's insurance must name the Owner as additional insured. The Contractor shall maintain each subcontract's certificate of insurance on file and provide such information to the owner for review upon request.

§ 17.1.3.4 Failure of Contractor to provide insurance as herein required or failure of Owner to require evidence of insurance or to notify Contractor of any breach by Contractor of the requirements of this Section shall not be deemed to be a waiver of any of the terms of the Contract Documents, nor shall they be deemed to be a waiver of the obligation of the Contractor to defend, indemnify, and hold harmless the indemnified parties as required herein. The obligation of the duty to furnish a copy or certificate of such insurance policies.

§17.1.4 The contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's products or completed operations.

§ 17.1.5 Certificates of Insurance shall contain transcripts of the policies authenticated by the proper office of the insurer, evidencing in particular those insured, the extent of the insurance, the location of and the operations to which the insurance applies, the expiration date and the above-mentioned notice of cancellation clause.

§ 17.1.6 If the Contractor fails to purchase and maintain, or require to be purchased and maintained, any insurance required under this Paragraph 17.1 Owner may, but shall not be obligated to, upon five (5) days' written notice to the Contractor, purchase such insurance on behalf of the Contractor and shall be entitled to be reimbursed by the Contractor upon demand.

§ 17.1.7 When any required insurance, due to the attainment of a normal expiration or renewal date shall expire, the Contractor shall supply the Owner with Certificates of insurance and amendatory rides or endorsements that clearly evidence the continuation of all coverage in the same manner, limits or protections, and scope of coverage as was provided by the previous policy. In the event any renewal or replacements policy, for whatever reason obtained or required, is written by a carrier other than that with whom the coverage was previously placed, or the subsequent policy differs in any way from the previous policy, the Contractor shall also furnish the Owner with a consent to submit only a Certificate of Insurance for any such policy. All renewal and replacement policies shall be in form and substance satisfactory to the Owner and written by carriers acceptable to the Owner.

§ 17.1.8 Any aggregate limit under the Contractor's liability insurance shall, by endorsement, apply to this Project separately.

§ 17.1.9 Each insurance policy issued to the Contractor shall contain the following endorsement:

§ 17.1.9.1 "The Owner and the Architect are included as additional insureds under this policy cover bodily injury and property damage for work and operations at the project site. It is further agreed that this policy shall be primary to any other insurance maintained by the Owner or Architect with respect to any and all claims arising out of or resulting from the work and operations performed under this Contract."

§ 17.2 OWNER'S LIABILITY INSURANCE

During the term of the contract, the Contractors, shall, at their own expense purchase and maintain the Owner's Protective Liability in the name of the Owner for the following minimum limits:

- .1 Bodily Injury:
 - a. \$1,000,000 Each Occurrence
 - b. \$2,000,000 Aggregate

- .2 Property Damage:

- a. \$1,000,000 Each Occurrence
- b. \$2,000,000 Aggregate

.3 Personal Injury:

- a. \$1,000,000 Each Occurrence
- b. \$2,000,000 Aggregate

§ 17.3 PROPERTY INSURANCE

§ 17.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance on an “all-risk” or equivalent policy form, including builder’s risk, in the amount of the initial Contract Sum, plus the value of subsequent modifications and cost of materials supplied and installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 15.5 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 17.3.1 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and sub-subcontractors in the Project.

§ 17.4 PERFORMANCE BOND, PAYMENT BOND, AND MAINTENANCE BOND

§ 17.4.1 The Owner shall require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract. The Owner shall require the Contractor to furnish a properly executed 18-month Maintenance Bond in the amount of 100% of the contract price, conditioned for the faithful performance of the contract prior to receiving final payment.

In the event the Contractor neglects or refuses to execute and deliver the Maintenance Bond within five (5) working days after submission of an Application for Final Payment, the Owner reserves the right to retain the full amount of the payment until such time as the Bond is executed and delivered.

§ 17.4.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

ARTICLE 18 CORRECTION OF WORK

§ 18.1 The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect’s services and expenses made necessary thereby, shall be at the Contractor’s expense, unless compensable under Section A.2.7.3 in Exhibit A, Determination of the Cost of the Work.

§ 18.2 In addition to the Contractor’s obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.4.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so.

§ 18.3 If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

§ 18.4 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period between Substantial Completion and the actual completion of that portion of the Work.

§ 18.5 The one-year period for correction of Work shall be extended by corrective Work performed by the Contractor pursuant to this Article 18.

ARTICLE 19 MISCELLANEOUS PROVISIONS

§ 19.1 Assignment of Contract

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

§ 19.2 GOVERNING LAW

The Contract shall be governed by the law of the place where the Project is located.

§ 19.3 TESTS AND INSPECTIONS

Tests, inspections and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating the costs to the Contractor.

ARTICLE 20 TERMINATION OF THE CONTRACT

§ 20.1 Intentionally Deleted.

§ 20.2.1 The Owner may terminate the Contract if the Contractor

- .1 refuses or fails to supply enough properly skilled workers or proper materials
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and Subcontractors;
- .3 disregards applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of provision of the Contract Documents.

§ 20.2.2 When any of the above reasons exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' written notice, terminate the Contract and take possession of the site and all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons states in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

§ 20.3 TERMINATION BY THE OWNER FOR CONVENIENCE

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Contractor shall be entitled to receive payment for Work executed.

ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes and other matters in question arising out of or relating to this Contract shall be resolved by litigation in the Court of Common Pleas of Lehigh County.

§ 21.2 Owner may, in its discretion, require that any claims, disputes and other matters in question, arising out of or relating to this Contract, be submitted to non-binding mediation under the rules and procedures of ADR options, Inc. of Philadelphia, Pennsylvania. To the extent that there may be any litigation pending as between the Contractor and the Owner, the Owner's decision to submit any claims or disputes to non-binding mediation shall stay any pending litigation between the Owner and Contractor until the mediation is completed.

§ 21.3 Pending final resolution of any claim, and except as otherwise agreed upon in writing, Contractor shall proceed diligently with performance of the Contract, and Owner shall continue to make payments in accordance with the Contract Documents.

§ 21.4 Contractor waives claims against Owner for consequential damages arising out of or relating to this Contract, including, but not limited to, damages allegedly incurred by Contractor for principal office expenses, including compensation of personnel, losses of financing, business and reputation, and loss of anticipated profit arising directly from the Work of the Contract.

This Agreement entered into as of the day and year first written above.

OWNER *(Signature)*

« »« »

(Printed name and title)

CONTRACTOR *(Signature)*

« »« »

(Printed name and title)

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____
_____, as Principal _____ the "Principal"),
and _____
_____, a corporation organized and existing
under the laws of the _____ of _____, and authorized to
do business in the Commonwealth of Pennsylvania, as Surety (the
"Surety"), are held and firmly bound unto _____,
as Obligee (the "Obligee"), as hereinafter set forth in the full and
just sum of _____ Dollars (@ _____),
lawful money of the United States of America, for the payment of which
sum we bind ourselves, our heirs, executors administrators, successors
and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a
certain Bid dated _____ (the "Bid"), to perform certain
_____ work for the Obligee, in connection with _____
_____, pursuant to plans, specifications and
other related documents, which are incorporated into the Bid by
reference (the "Contract Documents"), as prepared by _____
_____, Registered Architect(s), of _____,
Pennsylvania; and

WHEREAS, the Obligee is a "contracting body" under provisions of
Act No. 3B5 of the General Assembly of the Commonwealth of
Pennsylvania, approved by the Governor on December 10, 1967, known and
cited as the "Public Works Contractors' Bond Law of 1967" (the "Act");
and

WHEREAS, The Act, in Section 3(a), required that, before an award
shall be made of the Principal by the Obligee in accordance with the
Did, the Principal shall furnish this Bond to the Obligee, with this
Bond to become binding upon the award of the contract to the Principal
by the Obligee in accordance with the Bid; and

WHEREAS, it also is a condition of the Contract Documents that
this Bond shall be furnished by the Principal to the Obligee, and

WHEREAS, under the Contract Document, it is provided, inter alia,
that if the Principal shall furnish this Bond to the Obligee, and if
the Obligee shall make an award to the Principal in accordance with
the Bid then the Principal and the Obligee shall enter into an
agreement with respect to performance of such work (the "Agreement"),
the form of which Agreement is set forth in the Contract Documents.

NOW THEREFORE, the terms and conditions of this Bond are and shall be that:

1. If the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due to any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor performed, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

2. This Bond, as provided by the Act, shall be solely [or the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension or addition to the Agreement. the term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor and materials", when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required by the Act, the provision of this Bond shall be applicable whether or not the material [urnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

3. As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the same manner as if the claimant were the claimant [or such labor or material, and may prosecute such action to final judgment and may have execution thereon. Upon the judgment provided, however, that (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no

contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if claimant first shall have given written notice, served in the manner provided in the Act, to the Principal within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant, and (c) every action upon this Bond shall be instituted either in the appropriate Court of the County where the agreement is to be performed, or in the United States District Court for the District in which the project, to which the Agreement related, is situated, and not elsewhere.

4. This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

5. The Principal and the Surety agree that any alterations, changes, and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to this Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond, and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

6. If the Principal is a foreign corporation, (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a Certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and

Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, sub-contractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act on June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day of _____, 20____.

(individual Principal) _____ (SEAL)
(signature of individual)

Witness: Trading and doing business as:

(Partnership Principal) _____
(Name of Partnership)

Witness:

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporate Principal) _____
(Name of Corporation)

ATTEST:

By: _____ (SEAL)
President

CORPORATE SEAL

or (if appropriate)

Witness:

***By:** _____
Authorized Representative

* Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the Corporation.

(Corporate Surety)

(Name of Corporation)

Witness:

****By:** _____
Attorney-in-Fact

****Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act in behalf of the Corporation. The Power of Attorney must show that the Attorney-in-Fact is a Pennsylvania Resident.**

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Pziocipal"), and _____, a corporation organized and existing under the laws of the _____ of _____, and authorized to do business in the CommOnwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound unto _____, as Obligee (the "Obligee"), as hereinafter set forth in the lull dxd just sum of _____ Dollars (8 _____), lawful money of the United States of Tnerica, for the payment of which sum we bind ourselves, our heirs, executors administrators, successors and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofere has submitted to the Obligee a certain Bid dazed _____ (the "Bid"), to perform certain _____ work for the Obligee, in connection with _____, pursuant to plans, specifications and other related documents constituting the Contract Documents, which are incorporated into the Bid by reference (the "Contract Document.s") , as prepared by _____, Registered Architect(s), of _____, Pennsylvania; and

WHEREAS, she Obligee is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, dpproved by the Governor on December 20, 1067, kpoWn and cited as the "Public Works Contractors' Dond Law of 196*" (the "Act"); and

WHEREAS, The Act, in Section 3(a), required that, before an award shall be made of the Principal by the Obligee in accordance with the Bid, the Principal shall furnish this Dond to the Obligee, with this Bond to become binding upon the award o[the contract to the Principal by the Obligee in accordance with the l).i.d ; and

"WHEREAS, it also is a condition of the Contract Documents that this **Bond shall** be furnished by the Principal to the Obligee, and"; and

WHEREAS, under the Contract Document, it is provided, inter alia, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid then the Principal and the Obligee shall enter into au

agreement with respect to performance of such work. (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW THEREFORE, the terms and conditions of this Bond are and shall be that:

1. (a) If the Principal will, truly and faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreement by the Principal or growing out of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligees and all of its officers, agents, employees from any and all costs and damages which the Obligees and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligees any and all costs and expenses which the Obligees and all of its officers, agents, and employees may incur by reason of any such default or failure of the Principal; and

(b) if the Principal shall remedy, without costs to the Obligees, all defects which may develop during the period of one year (12 months) from the date of substantial completion and one year (12 months) from the date of final payment for all punch list items listed on the Certificate of Substantial Completion, by the Principal and acceptance of the Obligees of the work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Obligees or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void, otherwise, this Bond shall be and shall remain in force and effect.

2. The Principal shall remedy, without cost to the Obligees, all defects, deficiencies or failures in any labor, materials or equipment performed or provided by the Principal in its performance of the Agreement which may develop during the period of One (1) year from the date of Substantial Completion of the entire project by the Principal and (final) acceptance thereof by the Obligees of the work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Obligees or its legal successor in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void, otherwise, this Bond shall be and shall remain in force and effect.

3. We, the Principal and Surety, further agree to indemnify and hold harmless the Obligee against any and all costs, liabilities, expenses, attorney's fees and obligations which the Obligee sustains by reason of the failure of the Principal or the Surety to comply with the terms of the Contract Documents or the Bond.

4. It is further agreed that, in the sole discretion of the Obligee and upon notice therefrom, the Surety may be required to perform and carry out the provisions of the Agreement in the event of a breach thereof by the Principal, whereupon the rights and responsibilities of the Surety and the Obligee to each other shall be the same as those of the Principal and the Obligee immediately prior to the breach giving rise to the Surety's obligation hereunder. If the Surety does not proceed promptly to render such performance or cause such performance to be rendered by a third party satisfactory to the Obligee, then the Surety shall be deemed to be in default of this obligation fifteen (15) days after the receipt of notice from Obligee that the Surety shall so proceed, and the Obligee shall be entitled to enforce against Surety any remedy it may then or thereafter have against the Principal.

5. Every action upon this Bond shall be instituted either in the appropriate county Court of Pennsylvania where the Agreement is to be performed, or in the United States District Court for the District in which the project to which the related Agreement is situated, and not elsewhere.

6. This Bond is executed and delivered under- and subject to the **Act**, to which reference hereby is made.

7. The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract documents, and/or any alterations, changes and/or additions to the Agreement, and/or any **giving by** the Obligee of any extensions of time for the performance of Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations,

changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

0. If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and eonditions of this Bnnd are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Dond surrendered until such Principal files with the Obligee a Certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties aid interest, and a certificate from the Bureau of Elnployment and Unemployment Compensation of the Pennsylvania Dcpartme»t of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, sub-contractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act on June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed and delivered this _____ day o _____, 20____.

(individual Principal)

_____ (SEAL)
(signature of individual)

Witness:

reading and doing business as:

(Partnership Principal)

_____ (Name of 2aitnei-ship)

Witness:

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporate Principal)

(Name of Corporation)

ATTEST:

By: _____ **(SEAL)**
President

CORPORATE SEAL

or (if appropriate)

Witness:

*By: _____
Authorized Representative

***Attach appropriate proof, dated as of the same date as the Dond, evidencing authority to uzeete in behalf of the corporation.**

(Corporate Surety)

(Name of Corporation)

W11zn ess:

****By: _ Attorney-in-Pact**

****Attach an appropriate power of attorney, dated ss ol the same date as the Dond, evideneing the authority oC the Attorney-in-rant to act in behalf of the Corporation. The Power of Attorney muet show tnat the Attorney-iz-Fast is a Pennsylvania Resident.**

i* o*s»zssiis < avr * ii ::iss<s.ooH

On July 5, 2012, Gov. Corbett signed into law the Public Works Employment Verification Act (S.B. 637) which takes effect January 1, 2013.

The Act requires all public works contractors and subcontractors in Pennsylvania to use E-Verify to verify the employment eligibility of new employees and applies to projects with an estimated cost in excess of \$25,000 that are funded by the Commonwealth, or its political subdivisions, authorities, or agencies. E-Verify is an internet-based system that compares information from an employee's Form I-9, Employment Eligibility Verification, to data from the U.S. Department of Homeland Security and Social Security Administration records to confirm employment eligibility.

(5) "Public work" means construction, reconstruction, demolition, alteration and/or repair work other than maintenance work, done under contract and paid for in whole or in part out of the funds of a public body where the estimated cost of the total project is in excess of twenty-five thousand dollars (\$25,000), but shall not include work performed under a rehabilitation or manpower training program.

Under the Act, a contractor must submit a verification form signed under penalty of perjury and acknowledging its compliance with the Act as a precondition of being awarded a public works contract. Subcontractors must submit the form prior to commencing work on the public works project. In addition, contractors must include in their subcontracts information about the requirements of the Act. The Department of General Services (DGS) will create the verification form and is also charged with enforcement of the Act through complaint-based as well as random audits.

A contractor or subcontractor violates the Act by failing either to use E-Verify or to provide the verification form. Sanctions for failure to use E-Verify range from a warning letter (to be posted on the DGS website) for a first violation to a one year debarment for a third and subsequent violation. A willful violation of the Act will result in a 3-year debarment. Civil penalties for failure to use the form or for false statements on the form range from \$250 to \$1,000 for each violation. The Act provides significant protection for whistleblowers. If an employee of a contractor or subcontractor is retaliated against for instigating or cooperating in an investigation, the employee can bring suit (which must be brought within 180 days from the date the employee knew of the retaliation) to obtain reinstatement of employment and to collect three times lost wages, along with an award of attorney's fees and costs.

A contractor or subcontractor who relies in good faith on E-Verify has immunity from sanctions and shall have no liability to any individual who is not hired or is discharged from employment. Good faith is shown by a federal agency's written acknowledgment of the use of E-Verify. Contractors are not liable for violations by subcontractors.

Information on E-Verify can be found:

<http://www.uscis.gov/portal/site/uscis> and searching for e-verify.

PA DGS regulations can be found:

<http://www.pabulletin.com/secure/data/vol42/42-52/2525.html>

An electronic version of the verification form can be found at:

http://www.dgs.state.pa.us/portal/server.pt/community/construction_and_public_works/1235/public_works_employment_verification/1357211



COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer) _____

Address _____

City _____ State _____ Zip Code _____

Contractor Subcontractor (check one)

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of the above date, our company is in compliance with the Public Works Employment Verification Act ('the Act') through utilization of the federal E-Verify Program (EVP) operated by the United States Department of Homeland Security. To the best of my/our knowledge, all employees hired post January 1, 2013 are authorized to work in the United States.

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

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

Authorized Representative Signature

TERMINATION CLAUSE

Vendor Violation or Breach of Contract Terms

In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance of the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be affected whether or not final payment has been made. Duties and obligations imposed by the Contract and the rights and remedies available thereunder shall be in addition to and not in limitation of duties, obligations, rights and remedies otherwise imposed or available by law or in equity. No action or failure to act by the District shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing. ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

District Termination for Cause and for Convenience

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the District shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination. If the District has paid the Vendor for goods or services not yet provided as of the date of termination, the Vendor shall immediately refund such payment(s). ***This term shall apply without regard to the Contract amount.***

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

1. CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

A. Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties.

B. Under 2 CFR Part 200, specifically § 200.327 and Appendix II, all contracts in excess of \$10,000 must address Termination for Cause or for Convenience by the District including the manner by which it will be effected and the basis for settlement. [SEE ABOVE #1 OF APPENDIX A]

C. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR Part 60-1.3, states that “federally assisted construction contract” means any agreement for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work. The equal opportunity clause provided under 41 CFR 60-1.4(b) is hereby incorporated by reference. The Vendor agrees that such provision applies to any District purchase or contract that meets the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 and the Vendor agrees that it shall comply with such provision.

The District has determined that the Contract [is] [is not] a federally assisted construction contract.

If the District has determined that the Contract is a federally assisted construction contract, does the Vendor agree to the above terms? YES _____ Initials of Authorized Representative of Vendor

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The

decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or sub-recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all construction contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or sub-recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or sub-recipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be

reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

H. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that it is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Vendor further agrees to immediately notify the District during the term of the contract if the Vendor is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or PROPOSAL for an award exceeding \$100,000 must file the certifications under 31 U.S.C. 1352 that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award. The contractor must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

The District has determined that these requirements [are] [are not] applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

J. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms (2 C.F.R. 200.321)—Under 2 CFR Part 200, and specifically § 200.321, the District and Vendor are required to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;

c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and

f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

Does the Vendor agree to the above terms? YES _____ Initials of Authorized Representative of Vendor

K. Domestic Preferences (2 C.F.R. 200.322)—Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

Does the Vendor agree to this term? YES _____ Initials of Authorized Representative of Vendor

L. Procurement of recovered materials (2 C.F.R. 200.323)—Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.

The District has determined that these requirements [are] [are not] applicable to the contract.

If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements? YES _____ Initials of Authorized Representative of Vendor

M. Bonding Requirements (2 C.F.R. 200.326)—Under 2 CFR Part 200, and specifically § 200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000), minimum requirements for bonding are as follows:

a) A PROPOSAL guarantee for 5% of the PROPOSAL price. The PROPOSAL guarantee must consist of a firm commitment such as a PROPOSAL bond, certified check, or other negotiable instrument accompanying a PROPOSAL as assurance that the PROPOSALder will, upon acceptance of the PROPOSAL, execute contract documents required within the time specified.

b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.

c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

The District has determined that these requirements [are] [are not] applicable to the contract. If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements? YES _____ Initials of Authorized Representative of Vendor

N. Profit as a Separate Element of Price (2 CFR 200.324(b))—For purchases using federal funds in excess of \$250,000, the District is required to negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. *See*, 2 CFR 200.324(b). When required by the District, Vendor agrees to provide information and negotiate with the District regarding profit as a separate element of the price for particular services. However, Vendor agrees that the total price, including profit, charged by Vendor to the District shall not exceed the awarded pricing.

Does Vendor agree? YES Initials of Authorized Representative of vendor

O. Equivalent Products/Description of Technical Requirements—Comparable (Alternate) Products: Where the District's specification states a named product followed by "or equal," an alternate or comparable product may be PROPOSAL; however, the burden is on the PROPOSALder to provide evidence that a proposed alternate meets or exceeds the District's specified named product and its attributes and that it provides an equal or better warranty. If comparable product(s) are proposed in the PROPOSAL, the PROPOSALder must provide a detailed comparison for each to include a list of all the significant qualities of the product named in the specification and those of the proposed alternate product(s). Significant qualities include attributes such as performance, weight, size, durability, visual effect and specific features and requirements indicated. The District reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

Substitutions for Cause: Vendor may only propose substitutions pursuant to a purchase order submitted by District in the event of unavailability of product, regulatory changes or unavailability of required warranty terms. Vendor must notify the District of all substitutions for cause with full documentation at least thirty (30) working days in advance of the commencement of work. All documentation must demonstrate that the proposed substitution is equal to or better than the specified product on all physical and in-service attributes and warranty provisions and can be implemented by subcontractors as necessary without disruption to the project. The District must approve all substitutions. The District reserves the right to reject proposed alternate products if it does not consider them equal to or better than the named product in the specification.

Does Vendor agree? YES Initials of Authorized Representative of vendor

P. General Compliance and Cooperation—Vendor shall make a good faith effort to work with the District and provide such information and to satisfy District requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.**Does Vendor agree? YES Initials of Authorized Representative of vendor**

2. EQUAL OPPORTUNITY CLAUSE [41 CFR § 60-1.4]

During the performance of this contract, the contractor agrees as follows:

A. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

B. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

C. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

D. The contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

E. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

F. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

G. In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

H. The contractor will include the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.