

**CONTRACT DOCUMENTS & SPECIFICATIONS
FOR
CONTRACT NO. eDPW-052924**

HR OFFICE SUITE IMPROVEMENTS

April 4, 2024

Prepared for:

**The County of Delaware
Department of Public Works**
Government Center Building
201 West Front Street
Media, PA 19063

Prepared by:

Linn Architects



County Council of the County of Delaware:

**Dr. Monica Taylor, Chair
Richard R. Womack Jr., Vice Chair
Kevin M. Madden
Elaine Paul Schaefer
Christine A. Reuther**

COUNTY OF DELAWARE CONTRACT #eDPW-052924
HR OFFICE SUITE IMPROVEMENTS
INVITATION TO BID/INSTRUCTION TO BIDDERS
APRIL 4, 2024

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BIDDERS CHECKLIST

Advertisement

Sealed bids will be received through PennBid™ by the County of Delaware for the Human Resources Office Suite Improvements, until 11:00 AM, prevailing time, on Wednesday, May 29, 2024.

All documents and solicitations details are available online anytime at no cost at PennBid™ (<https://pennbid.bonfirehub.com/>). Note, PennBid™ assesses a fee to the bidder who is issued the award. Click on the “Open Public Opportunities” tab.

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

This project involves interior renovations and improvements to 4610 gross square feet of existing office space located on the 2nd floor of the County of Delaware Government Center building located at 201 W. Front Street in Media, PA, including:

- 1) Removal of existing interior demountable partitions, doors, carpet, and ceiling tile (existing ceiling grid to remain)
- 2) Construction of new interior framed partitions, installation of new doors & frames, installation of new ceiling tiles & intermediate ceiling grid, application/installation of new wall and floor finishes
- 3) Replacement of all existing lighting
- 4) Modifications to existing HVAC distribution

The following work is to be provided by owner and **shall not be included** in the submitted bids:

- 1) Removal of existing furniture and equipment
- 2) Installation of new furniture and equipment
- 3) Installation/modification of IT cabling

This is a fairly small-scale project, but it does include General Construction, including HVAC and Electrical work; note that Plumbing work is not required. It will be Bid as a Single Prime Contract, to include all required trades.

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

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

CONTRACT eDPW-052924

Invitations for Bids for
HUMAN RESOURCES OFFICE SUITE IMPROVEMENTS

The undersigned County Council of the County of Delaware will receive sealed bids electronically through PennBid™ **until 11:00 AM, on Wednesday, May 29, 2024 for the Human Resources Office Suite Improvements.**

Failure to accompany this bid with an appropriate bid security noted above will automatically disqualify the bidder.

The contractor shall list related experience with appropriate references and complete the attached AIA Document A305 and submit with bid.

All documents and solicitation details are available and open to public inspection at PennBid™ (<https://pennbid.bonfirehub.com>). Click on the “Open Public Opportunities” tab. The bidder who is awarded the contract will be required to pay a fee to PennBid™. The names of those who have secured plans/specifications may be obtained at PennBid™.

This project involves interior renovations and improvements to 4610 gross square feet of existing office space located on the 2nd floor of the County of Delaware Government Center building located at 201 W. Front Street in Media, PA, including:

- 1) Removal of existing interior demountable partitions, doors, carpet, and ceiling tile (existing ceiling grid to remain)**
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- 1) Removal of existing furniture and equipment**
- 2) Installation of new furniture and equipment**
- 3) Installation/modification of IT cabling**

This is a fairly small-scale project, but it does include General Construction, including HVAC and Electrical work; note that Plumbing work is not required. It will be Bid as a Single Prime Contract, to include all required trades.

All workmen performing work on this project shall be paid the general minimum **Prevailing Wage Rates** supplied herein, as determined by the Secretary of the Pennsylvania Department of Labor and Industry, in accordance with the **Regulations for Pennsylvania Prevailing Wage Act.**

There will be an on-site Pre-Bid Conference Wednesday, April 24, 2024 at 11:00 AM at the County of Delaware Government Center Building located at 201 W. Front Street in Media Borough, PA 19063. Note that the Government Center entrance is accessed from an outdoor plaza located along N. Orange Street between Front and 2nd Streets.

Questions may be asked through the PennBID system. The final date to submit questions Wednesday, May 1, 2024 at 2:00 PM.

If you are a person with a disability and wish to attend the bid opening, and require an auxiliary aid, service or accommodation to observe or participate in the bid opening proceedings, please contact the County of Delaware Department of Public Works to discuss how your needs can best be accommodated.

The County Council of the County of Delaware reserves the right to reject any and all bids or parts thereof and to determine whether the quality and type of equipment and/or service to be furnished meet the requirements for which it is intended. They further reserve the right to insist or waive any technicalities required for the best interest of the County and to consider competency and responsibility of the bidder before the award of the Contract and award bids accordingly.

County Council of the County of Delaware:

Dr. Monica Taylor, Chair
Richard R. Womack, Vice Chair
Kevin M. Madden
Elaine Paul Schaefer
Christine A. Reuther

HUMAN RESOURCES OFFICE SUITE IMPROVEMENTS

Name and Address of Bidder

Phone Number

Terms (if offered, list here):

INSTRUCTIONS TO BIDDERS

1. **PROJECT SCOPE**

The complete description of the work required to complete this project is contained in the General Conditions, Standard Specifications, Special Provisions and Construction Plans.

2. **TIME FOR COMPLETING WORK**

The work under this contract must be completed WITHIN (90) consecutive calendar days from the date of the Official Notice-to-Proceed which is anticipated to be on or about Monday, July 15, 2024. All bidders are notified that time is of the essence of this Contract. The successful Bidder will be required to execute the work to ensure its completion within the above number of calendar days set forth.

3. **BID INFORMATION**

The Owner may consider non-responsive any bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any and all bids. A bid which is incomplete, obscure, conditioned, or which contains additions not called for, or irregularities of any kind, including alterations or erasures, may be rejected. Any bid received after the time and date specified shall not be considered.

In the event that there is a tie between two or more lowest responsible bidders, and the place of business of one is located in Delaware County and the other(s) is (are) located outside of the County, the Council may in their discretion opt to award the bid to the Delaware County bidder, all other relevant factors being equal.

Requests for Information are required to be submitted in writing by **Wednesday, May 1, 2024 at 2:00 PM** to:

County of Delaware
Central Purchasing
<https://pennbid.bonfirehub.com>

No bid may be withdrawn within the twenty-four (24) hours prior to the bid opening.

The Contractor shall not transfer or sublet any portion of the work covered by these bid documents without written consent of the County of Delaware.

4. BID SUBMITTAL FORMS

The Bid Submittal Forms consist of the following:

- Invitation to Bid
- Proposal Form for Unit Price Contract
- Bid Guarantee
- Consent / Agreement of Surety
- Non-Collusion Affidavit
- Contractor Responsibility Certification Form
- AIA Document A305 - 1986, Contractor's Qualification Statement
- Financial Statement in accordance with A305 – 1986, Section 5.1.1
- Apprenticeship Training Program (Special Conditions No. 21)
- Affirmative Action Program (Special Conditions No. 22)

5. PREPARATION OF BIDS

Bidders will be assumed to have carefully examined **the Invitation for Bids, the Instructions to Bidders, the Form of Proposal, the Agreement, the General Conditions, Other Conditions of the Contract, the Standard Specifications, Special Provisions and the Construction Drawings for the work**, all attached hereto, and to have carefully investigated physical conditions at the site and character of the work to be done and to have inquired fully into the difficulties of construction of the work before preparing their Proposal. The Owner will not be responsible for failure of the Contractor to properly estimate such difficulties and costs, or for overlooking any of the requirements of the Contract Documents.

If, in the Bidder's opinion, any work is specified in such a manner as would make it impossible for him to guarantee to produce the required result; or

Section B
Instructions to Bidders

should obvious and unintentional errors or omissions appear in Contract Documents, the Bidder shall refer the same in writing to the Architect/Engineer for a decision before submitting his bid. If the Bidder fails to make such reference, no extra charge thereafter will be allowed or excuse entertained for failure to carry out the work in an acceptable manner, or to produce the required results, or to remedy defects in the workmanship because of alleged impossibilities in the production of the results specified or because of inadequate or improper Specifications.

No oral interpretations of the meaning of the Contract Documents made to any prospective Bidder by any person will be binding upon the Owner to any extent or for any purpose and may not be relied upon by any prospective Bidder.

Every request for such interpretation should be in writing, addressed to:

County of Delaware
Central Purchasing
<https://pennbid.bonfirehub.com>

To be given consideration, each request must be received by **Wednesday, May 1, 2024 at 2:00 PM**. Any and all such interpretations and any supplemental instructions will be given in the form of written Addenda to the Bid Documents which will be posted to Pennbid by **Wednesday, May 15, 2024 at 2:00 PM**. Failure of any Bidder to receive any such Addenda or interpretations shall not relieve said Bidder from obligations with respect to the bid as submitted. All addenda so issued shall become part of the Contract Documents

6. CONDITIONS OF WORK

Each Bidder must inform himself fully of the conditions relating to the construction and labor under which the work will be performed; failure to do so will not relieve the successful Bidder of his obligation to furnish all material and labor necessary to carry out provisions of the Contract Documents and to complete the contemplated work for the consideration set forth in his bid.

Bidders are notified that it is obligatory upon them to obtain by their own means, information which they may require as to the existing physical conditions.

IF AND WHERE DIRECTED BID

Item No.	Quantity	Item Description (Unit Price in words)	Unit Price	Total Price
		Add Alternate #1: Break Room exhaust fan		
		Add Alternate #2: 10% ceiling tile attic stock		
		Add Alternate #3: 10% carpet tile attic stock		

IF AND WHERE DIRECTED BID

_____ Dollars \$ _____

It is understood that THE INSURANCE REQUIREMENTS ARE A CRITICAL PORTION OF THIS BID. THE REQUIREMENTS **AS SET FORTH IN VARIOUS SECTIONS** MUST BE SATISFIED. IT IS UNDERSTOOD THAT NO EXCEPTIONS WILL BE MADE.

It is further understood that upon notice to furnish the County of Delaware with the necessary Contract and Bonds, we will execute the attached Form of Contract and Bonds with the County of Delaware within twenty (20) calendar days after receipt of such notice.

It is understood and agreed that the County Council of the County of Delaware reserves the right to reject any and all bids and that if the Successful Bidder fails to execute the attached Contract and Bond within twenty (20) calendar days after receiving notice from the County to do so, the County Council shall be free to notify the next lowest, responsible bidder. It is understood that if the Successful Bidder shall fail to execute a Contract as set forth in these General Condition, the deposit will be forfeited as liquidated damages. Award will be based on bids for the Base Bid(s) or a combination of Base Bid(s) and if and where directed.

It is understood that this Bid may not be withdrawn for a period of sixty (60) calendar days after the date of opening thereof.

It is understood that we will start work within **Four (4)** calendar days after execution of the Contract and shall complete work in accordance with the schedule given in Section B, Instructions to Bidders, Time for Completing Work. Liquidated Damages (if any) shall be assessed as defined in the Special Conditions, Liquid Damages, for all days past this limit. It is understood that the County of Delaware may, on its own decision or initiate, extend the completion date by giving notice of all parties to this Contract of its intention to extend.

The County of Delaware shall not be liable for any expenses, damages, or loss of profits, anticipated or otherwise.

It is understood that if our Bonding Company is not a Pennsylvania Company, the Bid Bond, Performance Bond and Payment Bond, must be countersigned by a Pennsylvania Resident Agent, with Power of Attorney so to do.

The undersigned acknowledges receipt of the foregoing Addenda and that he has prepared this bid accordingly.

Addendum No.	Date

Insert the numbers of all addenda received - If none were received, insert the word "None"

It is understood that each bidder is to prepare and present satisfactory evidence of his experience, qualifications, and financial abilities to carry out the terms of the Contract. In addition, the Prime Contractor shall prepare and present satisfactory evidence of his qualification and references related to the work.

Material Safety Data Sheets (MSDS) must be submitted for respective products before award, in compliance with the Federal Hazard Communication Standard Act (29 CFR 1910, 1200) and various State Right-to-Know laws, as applicable.

Our signature on this proposal page signifies that we have read and agree to comply with all parts of the Invitation, Instructions, Proposal, General Conditions, Special Conditions and Specifications of this Bid and will carry out all the conditions of the above.

The undersigned hereby certifies that this bid is genuine, and not a sham or collusive, or made in the interest or in behalf of any person, firm, or corporation not herein named; that the undersigned has not directly or indirectly induced or solicited any bidder to refrain from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself an advantage over any other bidder.

It is understood that the Proposal Page must have two (2) signatures, and if the firm is a corporation, the corporate seal must also be affixed when submitting bid.

Respectfully submitted,

FIRM NAME _____

SIGNATURE _____

TYPED NAME & TITLE _____

OFFICIAL ADDRESS _____

Telephone # _____ FAX # _____

ATTEST: _____

Secretary or Assistant Secretary

Bidder will check whether the bid is by:
an individual (), partnership (), or corporation ()

NOTES:

If the Bidder is a partnership, the names of all members of the firm, as well as the trading name, shall be set forth. If the Bidder is a corporation, the Bid must be executed by the President or Vice-President, and attested by the Secretary or Assistant Secretary of the corporation, with the corporate seal applied. No other names will be accepted unless accompanied by the proper certification from the corporation permitting other than the President or Vice-President and Secretary to sign contracts. If the business is operated by a sole owner, only his signature is required, and it should be noted under signature that he is the sole owner.

THE COUNTY OF DELAWARE

VENDOR/CONTRACTOR'S INSURANCE REQUIREMENTS

COMPREHENSIVE GENERAL LIABILITY

Before the Contract is awarded, the Contractor shall take out and maintain during the life of this Contract such Public Liability and Property Damage insurance as shall protect him and any sub-contractors, if any, performing work covered by this Contract, from all claims for loss arising from Property damage, personal injury and bodily injury including accidental death. Such Insurance Policy shall include Products and Completed Operations coverage and include coverage for damages that may arise from the Operations of the Contractor or by any sub-contractor or by anyone directly or indirectly employed by either of them. The Combined Single Limit of Liability required is \$3,000,000 per occurrence with a deductible of no more than \$1,000.

VEHICLES

Comprehensive Business Automobile Coverage shall be maintained with a Combined Single Limit of Liability in an amount no less than \$1,000,000 per occurrence with no deductible.

CATASTROPHE UMBRELLA LIABILITY

One million dollars in excess of Primary General.

WORKER'S COMPENSATION

Worker's Compensation Insurance required by Pennsylvania law covering all Owner's employees and all employees of the general contractors and all sub-contractors. A current certificate of Exempt status from the Pennsylvania Department of Labor and Industry is acceptable if the Owner is an Exempt Self-Insurer in the State of Pennsylvania.

EMPLOYER'S LIABILITY INSURANCE:

Employer's Liability Insurance with limits no less than \$500,000 per accident or employee disease.

The County of Delaware shall be named as an additional insured on all policies insofar as the specified Contract is concerned. In addition, the Contractor shall furnish the County with a certificate of insurance showing the type, amount, class of operations covered, effective dates and dates of expiration. All policies should also contain a sixty (60) day notice of cancellation clause.

NOTE:

Section D
Insurance Requirements

If the owner maintains a self-insurance program or a limited self-insurance program for any or all of the exposures listed above, a complete description of the program with information on excess carriers and funding arrangements should be provided. In the event that the worker's compensation is self-insured, a copy of the current exemption shall be provided.

BID GUARANTEE

KNOW ALL PERSONS BY THESE PRESENTS, THAT WE, the undersigned,

_____, as Principal,
and held firmly bound unto _____ as
OWNER in the penal sum of _____

for the payment of which, well and truly to be made, we hereby jointly and
severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 20 __.

The Condition of the above obligation is such that whereas the Principal has
submitted to The County Council of the County of Delaware a certain BID,
attached hereto and hereby made a part hereof to enter into a contract in writing,
for **The County of Delaware Human Resources Office Suite Improvements,
located at the County of Delaware Government Center at 201 W. Front
Street, Media, PA 19063, Delaware County, Pennsylvania.**

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and
deliver a contract in the Form of Contract attached hereto (properly
completed in accordance with said BID) and shall furnish a BOND
for his faithful performance of said contract, and for the payment of

Section E
Bid Guarantee

all persons performing labor or furnishing materials in connection
therewith and shall in all other respects perform the agreement
created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set above.

Principal

Surety

By: _____

Section F
Consent/Agreement of Surety

CONSENT/AGREEMENT OF SURETY

The undersigned _____
Name of Surety Company

a corporation organized and existing under the laws of
_____ and authorized to do business

in the Commonwealth of Pennsylvania do hereby consent and agree with

The County of Delaware that if the proposal of

_____, for the project
Name of Bidder

The County of Delaware Human Resources Office Suite Improvements,
located at the County of Delaware Government Center at 201 W. Front
Street, Media, PA 19063, Delaware County, Pennsylvania.

be accepted and a contract for said work be awarded to said bidder, it will, upon
its being so awarded, become the surety for said Bidder on such surety bonds as
are called for in the Bid Documents.

Signed and Sealed (Date)

Name of Surety Company

By: _____
Attorney-in-fact

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. 1611 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 this 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 lower than the bid of another firm, any intentionally low 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 may result in disqualification of the bid.

Section G
Non-Collusion Affidavit

NON-COLLUSION AFFIDAVIT

Contract/Bid No. _____

State of _____:

County of _____:

I state that I am _____ of _____
Title Name of Firm

and that I am authorized to make this affidavit on behalf of my firm and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

(1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.

(2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

(3) No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid lower than this bid, or to submit any intentionally low or noncompetitive bid or other form of complementary bid.

(4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

(5) _____, its affiliates,
Name of my firm

Subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by the State or Federal law

Section G
Non-Collusion Affidavit

in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I _____ state that _____
Name of firm

understands and acknowledges that the representations are material and important and will be relied on by The County of Delaware in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from The County of Delaware of the true facts relating to the submission of bids for this contract.

Name

Company Position

SWORN TO AND SUBSCRIBED BEFORE ME
THIS ___ DAY OF _____, 20__

Notary Public

My Commission Expires: _____

COUNTY OF DELAWARE PENNSYLVANIA

ORDINANCE No. 2021-2

AN ORDINANCE OF THE COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA AMENDING SECTION 6-12 OF THE ADMINISTRATIVE CODE TO INCLUDE THAT COUNTY COUNCIL MEMBERS ARE PROHIBITED FROM KNOWINGLY DERIVING A FINANCIAL INTEREST FROM COUNTY CONTRACTS AND ADDING CERTAIN OTHER CONFLICT OF INTEREST PROVISIONS.

WHEREAS, pursuant to Section 6-121 of the Administrative Code (the "Code") of the County of Delaware, Commonwealth of Pennsylvania (the "County"), the Code may be amended by ordinances of the County Council; and

WHEREAS, Section 6-12.B(2) of the Code limits elected and appointed officials, the County Executive Director and department heads, and all County employees from having a business interest that would interfere with their official duties; and

WHEREAS, Section 6-12.B(2) includes only a limited restriction of Council members from having a financial interest or other conflict that would interfere with their official duties; and

WHEREAS, County Council believes that a more expansive restriction on financial interests and other conflicts of Council members will allow Delaware County citizens to be assured that Council members will not directly or indirectly knowingly realize any financial gain through their public office other than any compensation that is provided by law;

IT IS HEREBY, ENACTED AND ORDAINED BY County Council of Delaware County, Commonwealth of Pennsylvania as follows:

SECTION 1. The Code shall be amended to add a new Section 6-12.D to read as set forth below:

§ 6-12.D County Council Members Prohibited From Knowingly Deriving a Financial Interest From County Contracts.

(1) Prohibition Against Knowingly Deriving Financial Gain and Conflict of Interest. In addition to the limitations imposed elsewhere in this Administrative Code, including Section 6-12.B(2), no Council member shall knowingly have a financial interest (including any immediate family member having a financial interest) in any entity that is a party to a contract with the County, approved by County Council, including subcontractors.

Notwithstanding the foregoing, there shall be no violation of this Section 6-12.D(1) if a Council member recuses her or himself from voting on a contract in which such Council member (or an immediate family member) has a minor financial interest and submits a written statement listing the reasons for such recusal. Said statement shall be submitted by the Council member to the County Clerk, Council Chairman and Vice Chairman within seven (7) days of identification of the conflict by the member but not less than one (1) day prior to the Council meeting at which a vote on the contract is scheduled. Such statement shall be read into the Council minutes at such meeting.

(2). Other Prohibitions.

- (a) Council members are prohibited from receiving compensation (other than the payment of expenses) as an officer or director of (i) any entity that is a party to a contract with the County and/or (ii) any subcontractor to such an entity.
- (b) Council members are prohibited from using non-public information received through public office for their own financial benefit or the financial benefit of an immediate family member.

- (3). Conflicts of Interest. A Council member must recuse her or himself from voting on a contract if he or she knows that there is a conflict of interest (which is not a financial interest) and shall submit a written statement listing the reasons for such recusal. Such conflicts of interest shall include serving as an officer or director of a nonprofit organization that is a party to a contract with the County and/or any subcontractor to such a contract.

Said statement shall be submitted by the Council member to the County Clerk, Council Chairman and Vice Chairman within seven (7) days of identification of the conflict by the member but not less than one (1) day prior to the Council meeting at which a vote on the contract is scheduled. Such statement shall be read into the Council minutes at such meeting.

(4). Definitions.

A "financial interest" for purposes of this Section 6-12.D is any financial interest in a legal entity engaged in business for profit which comprises more than 5% of the equity of the business or more than 5% of the assets of the economic interest in indebtedness.

An "immediate family member" for purposes of this Section 6-12.D is defined as a parent, spouse, brother and sister (or like relative in laws), child(ren) and step-child(ren).

"Knowingly" or "Knows" means that the individual in question actually knew or, based on facts and circumstances, should have known, of the existence of a financial interest or conflict of interest, as applicable.

A "minor financial interest" for purposes of this Section 6-12.D is any financial interest from which a Council member and all immediate family members, in the aggregate, derives (or reasonably anticipates deriving) compensation, earnings, revenues and/or other payments not exceeding a total of \$25,000 on an annual basis (including the effect of the contract then under consideration for approval by Council).

- (5). Penalties. Any of the following penalties may be imposed for violations of the limitations in Section 6-12.D(1) as determined per Section 6-12.D (5):

- a. A reprimand of the Council member in violation.
- b. A censure of the Council member in violation.
- c. An assessment of a fine of the Council member in violation, in an amount not to exceed the lesser of (i) ten percent (10%) of the total compensation under the contract in question or (ii) \$20,000.

- d. To the extent legally permitted, termination of the contract in question and/or repayment to the County of any profit made by the contractor under such contract.
- e. Any entity, contractor or subcontractor which entered into a contract with the County which resulted in a violation of this section, may be banned as a contractor or subcontractor to the County for a period of two (2) years.

(6). **Determination of Penalties.** The determination of a penalty for the violation of this ordinance shall be made by a majority vote of County Council (not to include the Council member whose action is the subject of such vote) following such investigation and consideration of such evidence as County Council deems appropriate or such other entity or body as may be designated by resolution of County Council.

(7). **County Executive Director.** If the County Executive Director knows that he or she has a financial interest in a contract being considered for approval by County Council, he or she shall disclose such financial interest to County Council prior to approval of such contract by County Council, and such financial interest shall be noted in the minutes of the Council meeting at which such approval is considered. County Council may take appropriate disciplinary action for violation of this requirement by the County Executive Director, subject to the limitations elsewhere in the Administrative Code.

SECTION 2. This Ordinance shall take effect on the tenth day after its adoption.

ENACTED AND ORDAINED by County Council of the County of Delaware, Pennsylvania, this day of 2021.

COUNTY OF DELAWARE

Brian P. Zidek, Chair

Dr. Monica Taylor, Vice Chair

Kevin M. Madden

Elaine Paul Schaefer

Christine A. Reuther

Attested:

Anne M. Coogan
County Clerk

**COUNTY OF DELAWARE
COMMONWEALTH OF PENNSYLVANIA
RESOLUTION NUMBER 2022-3**

**RESOLUTION REGARDING GOALS FOR DIVERSITY
IN PUBLIC WORKS CONTRACTING**

WHEREAS, County Council is committed to addressing the challenges it faces relating to public works projects and, to that end, is considering enactment of the revision of Chapter 29 of the County Code to protect its proprietary and financial interests and create adequate safeguards to ensure the successful delivery of such projects to the fullest extent possible; and

WHEREAS, together with the changes to the County Code in such revision of Chapter 29, County Council also desires to set forth its goals for increasing the diversity of the workforce for such public works projects;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY COUNCIL OF DELAWARE COUNTY, PENNSYLVANIA as follows:

1. County Council hereby directs that the following provisions shall be included in any contract which is subject to the requirements of Chapter 29 of the County Code:

a. The contractor will make a good faith effort to employ local residents for completion of the project, when it has a need for new employees, in an effort to meet a goal of 10% local worker participation on the project. Good faith effort shall include, but not be limited to: hosting a public job fair prior to the commencement of the Project open to residents of Delaware County, posting of available employment opportunities with the Delaware County Workforce Development Board and its PACareerLink offices, providing employment and training services, advertisement of employment opportunities in a newspaper of general circulation throughout Delaware County, and internet advertisements.

b. The contractor will make a good faith effort to employ minority and female craftspeople for completion of the qualified project when such contractor has a need for new employees to complete the project, in an effort to meet the goal of having 10% minority and female participation on the project. Good faith effort shall include, but not be limited to: hosting a public job fair prior to the commencement of the Project open to all applicants in an attempt to identify, hire and utilize minority and female craftspeople, the posting of available employment opportunities with the Delaware County Workforce Development Board and its PACareerLink offices, providing employment and training services, advertisement of employment opportunities in a newspaper of general circulation throughout Delaware County, and internet advertisements.

c. The contractor shall, as a material condition of the contract, make a good faith effort to utilize veteran owned businesses, minority owned businesses, women owned

businesses and small business enterprises on the qualified project. “Minority owned business” shall mean that at least 51% of the business is owned by an individual who is a United States citizen or permanent resident alien who has and can demonstrate membership in one of the following groups: Black persons having origins in any of the Black African racial groups; Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American Descent of either Indian or Hispanic origin, regardless of race; Native American or Alaskan native persons having origins in any of the original peoples of North America; Asian and Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian subcontinent or the Pacific Islands. “Small business enterprise” shall mean a business with an annual gross income which is determined by the United States Small Business Administration to qualify it as a small business enterprise.

2. County Council hereby directs the County Executive Director to take steps to obtain a disparity study related to relevant County public works contracting in order to assess the utilization by the County of a diverse workforce for public works projects and to help direct any further actions by County Council to increase such diversity.

ADOPTED by the County Council of the County of Delaware, Pennsylvania, this 15th day of June, 2022.

BY: DELAWARE COUNTY COUNCIL

Dr. Monica Taylor, Chair

ATTESTED: _____
ANNE COOGAN, County Clerk

COUNTY OF DELAWARE PENNSYLVANIA

ORDINANCE No. 2022-7

AN ORDINANCE OF THE COUNTY OF DELAWARE, COMMONWEALTH OF PENNSYLVANIA AMENDING AND RESTATING CHAPTER 29 OF THE COUNTY CODE RELATING TO CONTRACTORS.

WHEREAS, pursuant to § 1-10 of the Code (the "Code") of the County of Delaware, Commonwealth of Pennsylvania (the "County"), the Code may be amended by ordinances of the County Council when passed and adopted in such form as to indicate the intention of the County Council to be a part of the Code; and

WHEREAS, Chapter 29 of the Code sets forth provisions regarding the qualification of contractors for certain County public works projects; and

WHEREAS, County Council has been presented considerations regarding the current public works contract environment and the need for significant changes to its procurement standards for public works construction to address these considerations, limit project delivery risks, protect its financial and proprietary interests, and better ensure efficient procurement and successful delivery of these projects; and

WHEREAS, County Council is committed to addressing the challenges it faces relating to public works projects by enacting necessary and appropriate procurement legislation to protect its proprietary and financial interests and create adequate safeguards to ensure the successful delivery of such projects to the fullest extent possible; and

WHEREAS, Chapter 29 of the Code was last revised in 2007, and County Council desires to update and modernize the provisions of Chapter 29 of the Code;

IT IS HEREBY ENACTED AND ORDAINED BY County Council of Delaware County, Commonwealth of Pennsylvania as follows:

SECTION 1. The Code shall be amended to replace Chapter 29 of the Code in its entirety to read as set forth in Exhibit A attached hereto.

SECTION 2. Any and all other ordinances or parts of ordinances in violation or in conflict with the terms, conditions and provisions of this ordinance are hereby repealed to the extent of such irreconcilable conflict.

SECTION 3. The terms, conditions and provisions of this ordinance are hereby declared to be severable, and should any portion, part or provision of this ordinance be found by a court of competent jurisdiction to be invalid, unenforceable or unconstitutional, County Council hereby declares its intent that the ordinance shall have been enacted without regard to the invalid, unenforceable or unconstitutional portion, part or provision of this ordinance.

SECTION 4. This Ordinance shall take effect on the tenth day after its adoption.

ENACTED AND ORDAINED by County Council of the County of Delaware, Pennsylvania,
this 15 day of June 2022.

COUNTY OF DELAWARE



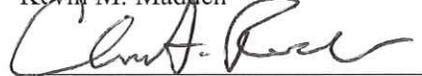
Dr. Monica Taylor, Chair



Elaine Paul Schaefer, Vice Chair



Kevin M. Madden



Christine A. Reuther



Richard R. Womack, Jr.

Attested:



Anne M. Coogan
County Clerk

Exhibit A

Chapter 29 CONTRACTORS

§ 29-1. Purpose

- A. Delaware County recognizes that there is a need to ensure that all work on public construction and maintenance contracts is performed by responsible, qualified firms that maintain the capacity, expertise, personnel and other qualifications and resources necessary to successfully perform such contracts in a timely, reliable and cost-effective manner.
- B. To effectuate the purpose of selecting responsible contractors for these public contracts and to protect Delaware County's investments in such contracts, prospective contractors and sub-contractors should be required to meet pre-established, clearly defined, minimum qualification standards regarding past project performance in terms of competency, safety and law compliance, technical abilities, experience, and adequacy of resources.
- C. Further, due to the critical impact that skilled craft labor has on the execution of public works projects, and the increasingly limited availability of such labor, it is necessary to require contractors and subcontractors to participate in proven apprenticeship training programs as a condition of bidding to promote successful project delivery and help ensure future workforce development.
- D. Therefore, Delaware County shall require compliance with the provisions of this Chapter by business entities seeking to provide services as specified herein. The requirements of this Chapter are intended to supplement, not replace, existing contractor qualification standards or other criteria currently required by Delaware County. However, in the event that this Chapter conflicts with any law, public policy or contracting documents of Delaware County, the requirements of this Chapter shall prevail.

§ 29-2. Responsible Contractor Requirements

- A. This Chapter shall apply to contracts valued at \$500,000 or more for public works projects undertaken by Delaware County for construction, demolition, alteration, renovation, modernization, service or maintenance of buildings, structures or facilities. All contractors and subcontractors of any tier that perform work on such projects, regardless of value of individual contract or subcontract packages shall meet the requirements of this Chapter.
- B. All firms engaged in public works contracts subject to this Chapter, including general contractors, construction managers, other lead or prime contractors, and subcontractors at any level, shall be qualified, responsible contracting firms that have sufficient capabilities in all respects to successfully perform contracts on which they are engaged, including the necessary experience, equipment, technical skills and qualifications and organizational, financial and personnel resources. Firms bidding or otherwise participating in public works contracts shall also be required to have a satisfactory past performance record and a satisfactory record of law compliance, integrity and business ethics.
- C. This Chapter does not apply to work incident to the installation of specialized equipment pursuant to either warranty requirements or manufacturers' requirements.
- D. Compliance with this Chapter and compliance with the provisions of Article V (Central Purchasing) of the Administrative Code are separate requirements which need to be independently satisfied.

§ 29-3. Contractor Responsibility Certifications

- A. As a condition of performing work on a public works contract subject to this Chapter, a general contractor, construction manager or other lead or prime contractor seeking award of a contract shall submit a Contractor Responsibility Certification as specified herein.

B. The Contractor Responsibility Certification shall be completed on a form provided by Delaware County and reference the project for which a bid is being submitted by name and contract or project number.

C. In the Contractor Responsibility Certification the construction manager, general contractor or other lead or prime contractor shall confirm the following facts regarding its past performance and work history and its current qualifications and performance capabilities:

(1) The firm and its employees have all licenses, registrations, certificates or other credentials required by federal and state law and the laws of Delaware County

with respect to the contract work it seeks to self-perform.

(2) The firm meets the bonding requirements for the contract required by law or contract specifications, as well as applicable insurance requirements for the contract, including general liability, workers compensation and unemployment insurance.

(3) The firm has not been debarred or suspended by any federal, state or local government agency or authority in the past three years.

(4) The firm has not defaulted on any project in the past three years.

(5) The firm has not had any type of business, contracting or trade license, registration or certification revoked or suspended in the past three years.

(6) The firm and its principals/owners have not been convicted of any crime relating to its contracting business in the past ten years.

(7) Within the past three years, the firm has not been found in violation of any law applicable to its contracting business, including, but not limited, to licensing laws, tax laws, wage and hour laws, prevailing wage laws, environmental laws or others, where the result of such violation was the payment of a fine, back pay damages or any other type of penalty in the amount of \$5,000 or more.

(8) The firm will employ a sufficient number of craft labor personnel required to successfully perform any project work it self-performs or shall use qualified subcontractors to meet this requirement and shall assign workers to perform only work in their respective craft or trade for which they have sufficient skills and training, or shall use qualified subcontractors to meet this requirement.

(9) The firm will pay all craft employees on the project, at a minimum, the applicable wage and fringe benefit rates, as established for the classification in which the worker is employed, in accordance with the Pennsylvania Prevailing Wage Act (43 P.S. § 165-1 et seq.).

(10) The firm will ensure that all craft labor it employs on the project will have completed, prior to working on the project the OSHA 10-hour training course for safety established by the U.S. Department of Labor. If the firm is a prime contractor, it shall also ensure that at least one person on the project has completed the OSHA 30-hour construction training course established by the U.S. Department of Labor

(11) The firm participates in a Class A Apprenticeship Training Program, as defined below, for each separate trade or classification in which it employs craft employees.

(a) For purposes of this section, a Class A Apprenticeship Program is an apprenticeship program registered with and approved by the U.S. Department of Labor or a state apprenticeship agency and has graduated apprentices to journey person status for at least three of the past five years. This may be an apprenticeship program subject to the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 et seq. ("ERISA"), or a non-ERISA program.

(b) To demonstrate compliance with this section, the firm shall provide, with this certification, a list of all trades or classifications of craft employees it will employ on the project and

documentation verifying it participates in a Class A Apprenticeship Program for each trade or classification listed.

- (c) The requirements of this section and Section 29-3.C(12) help ensure that the bulk of the craft labor workforce employed on the project will have sufficient skills and training to correctly perform work assigned to them.
 - (12) The construction manager, general contractor or other lead or prime contractor responsible for the project shall ensure that at least 70 percent of the craft labor workers employed on the project shall be comprised of either journey person workers who have successfully completed a Class A Apprenticeship Program as defined in Section 29-3.C(10) or apprentices registered in such programs. The apprenticeship participation of specified by this section must be in the same trade or craft for which the workers are employed on the project.
 - (13) The firm shall assign craft labor personnel only work in the craft or trade in which they are employed.
 - (14) The firm has all other technical qualifications and resources, including equipment, personnel and financial resources, to successfully perform the referenced contract and shall maintain such capabilities throughout the duration of the project, or will obtain same through the use of qualified, responsible subcontractors or vendors
 - (15) The firm shall notify Delaware County within seven days of any material changes in its operation that relate to any matter attested to in this certification.
- D. Execution of the Contractor Responsibility Certification required by this Chapter shall not establish a presumption of contractor responsibility, and Delaware County may require any additional information it deems necessary to evaluate a firm's status as a responsible contractor, including information regarding the firm's technical qualifications, financial capacity or other resources and performance capabilities. Delaware County may require that such information be included in a separate Statement of Qualifications and Experience or as an attachment to the Contractor Responsibility Certification.
- E. The submitting firm shall stipulate in the Contractor Responsibility Certification that, if it receives a Notice of Intent to Award Contract, it will provide a Subcontractor List and required subcontractor information as specified in Section 29-5.
- F. If the submitting firm has ever operated under another name or is controlled by another company or business entity or in the past five years controlled or was controlled by another company or business entity, whether as a parent company, subsidiary or in any other business relation, it shall attach an appendix to its Contractor Responsibility Certification that explains in detail the nature of any such relationship. Additional information may be required from such an entity if the relationship in question could potentially impact contract performance.
- G. If a firm fails to provide a Contractor Responsibility Certification required by this section, it may be disqualified from bidding. No action of any nature shall lie against Delaware County because of its refusal to accept a bid for this reason.

§ 29-4. Notice of Intent to Award Contract

- A. After it has received bids for a project, Delaware County shall issue a Notice of Intent to Award Contract to the firm that has submitted the lowest responsive bid.
- B. Such Notice shall be issued immediately or as soon as practicable after bids are opened and shall stipulate that the contract award is conditioned on the issuance of a written Contractor Responsibility Determination for the firm as required by Section 29-6, compliance with Subcontractor Certifications required by Section 29-5, and any other qualification standards required by Delaware County.

§ 29-5. Subcontractor Responsibility Requirements

- A. Within fourteen (14) days of receiving a Notice of Intent to Award Contract, the prospective awardee shall submit a Subcontractor List, which provides the name and address of the subcontractors it will use on the project, the scope of work assigned to each subcontractor, and Subcontractor Responsibility Certifications as required by this section. The Director of Public Works may extend such deadline for submission upon good justification from a prospective awardee as to the delayed response.
- B. The prospective awardee shall not be permitted to use a subcontractor on any work performed for Delaware County unless it has identified the subcontractor on its Subcontractor List and provided a Subcontractor Responsibility Certification in accordance with the requirements of Section 29-5.
- C. At the time a prospective awardee submits the Subcontractor List it shall also submit Subcontractor Responsibility Certifications and applicable supporting information for all listed subcontractors to Delaware County.
- D. A prospective awardee shall determine whether any firm on its Subcontractor List is organized as a sole proprietorship owned and operated by a single person. This shall apply to subcontractors at any tier. For any such entity, the prospective awardee shall ensure that the sole proprietorship subcontractor is a legitimate business entity and not a misclassified employee by requiring the subcontractor to supplement its Subcontractor Certification with its Employer Identification Number and copies of any license, certificate or registration it is required to maintain in to do business in the state in which it is located.
- E. Subcontractor Responsibility Certifications shall be executed by the respective subcontractors on forms prepared by Delaware County and contain the same information, representations and supporting information required in Contractor Responsibility Certifications, including verification of apprenticeship qualifications required by Section 29-3.C(11) for each trade or classification of craft workers it will employ on the project.
- F. Subcontractor Responsibility Certifications shall be executed by a person having sufficient knowledge to address all matters in the certification and shall include an attestation stating, under the penalty of perjury, that all information submitted is true, complete and accurate.
- G. A subcontractor listed on a firm's Subcontractor List shall not be substituted unless written authorization is obtained from Delaware County and a Subcontractor Responsibility Certification is provided for the substitute subcontractor.
- H. In the event that Delaware County determines that a subcontractor fails to meet the requirements of this Chapter or is otherwise determined to be non-responsible, it may, after informing the prospective awardee, exercise one of the following options:
 - (1) Permit the awardee to substitute a qualified, responsible subcontractor in accordance with the requirements of this section, upon submission of a completed Subcontractor Certification for the substitute and approval of the substitute by Delaware County.
 - (2) Require the awardee to self-perform the work in question if the firm has the required experience, licenses and other qualifications to perform the work in question; or
 - (3) Disqualify the prospective awardee.
- I. In the event a subcontractor is disqualified under this Chapter, the general contractor, construction manager or other lead or prime contractor shall not be permitted to make any type of claim against Delaware County on the basis of a subcontractor disqualification.

§ 29-6. Contractor Responsibility Review and Determination

- A. After Delaware County has issued a Notice of Intent to Award Contract to the lowest responsive bidder, it shall undertake a contractor responsibility review process to determine whether the firm is a

qualified, responsible firm in accordance with the requirements of this Chapter and other applicable laws and regulations. The time frame for conducting this review process shall be as determined by Delaware County.

- B. As part of the review process, Delaware County shall ensure that the Contractor Responsibility Certification and Subcontractor Responsibility Certifications and applicable supporting information comply with the requirements of this Chapter.
- C. Delaware County may conduct any additional inquiries to verify that the prospective awardee and its subcontractors have the technical qualifications and performance capabilities necessary to successfully perform the contract and that the firms have a sufficient record of law compliance and business integrity to justify the award of a public contract. In conducting such inquiries, Delaware County may seek relevant information from the firm, its prior clients or customers, its subcontractors or any other relevant source.
- D. After Delaware County determines that all responsibility certifications have been properly executed and has verified that all other relevant information requested for reviews indicates that the prospective awardee and its subcontractors are qualified, responsible firms, it shall issue a written Contractor Responsibility Determination for the prospective awardee.
- E. In the event a firm is determined to be non-responsible, Delaware County shall notify the firm and proceed to conduct a responsibility review of the next lowest, responsive bidder or, if necessary, rebid the project. A Responsibility Determination may be revoked at any time if Delaware County obtains relevant information warranting any such revocations.

§ 29-7. Execution of Final Contract

- A. A contract subject to this Chapter shall not be executed until all requirements of this Chapter have been fulfilled and until a Contractor Responsibility Determination has been issued by Delaware County pursuant to Section 29-6.
- B. Prior to the execution of a final contract under this Section, Delaware County shall publicly post the Notice of Intent to Award, Contractor and Subcontractor Responsibility Certifications, Subcontractor Lists, related supporting documentation and the Contractor Responsibility Determination on a publicly available website for public inspection for a period of ten (10) calendar days after the issuance of the Contractor Responsibility Determination.

§ 29-8. False, Incomplete or Misleading Responsibility Certifications.

- A. If Delaware County determines that a Contractor Certification, Subcontractor List or Subcontractor Responsibility Certification contains false or misleading information that was provided knowingly or with reckless disregard for the truth or omits material information knowingly or with reckless disregard of the truth, the firm for which the certification was submitted shall be disqualified from the project and shall be prohibited from performing work for Delaware County for a period of three years. Delaware County may withhold payment of any monies due to the firm as damages and impose other applicable penalties and sanctions, including contract termination, as permitted by law or contract.

Section K
Contractor's Qualification Statement

CONTRACTOR'S QUALIFICATION STATEMENT

Contractor shall submit AIA Document A305 – 1986, Contractor's Qualification Statement, with Bid. (See Appendix A)

FORM OF CONTRACT

Article of Agreement made this _____ day of _____
_____, 20__ between _____

_____(hereinafter called Contractor)
and the County of Delaware (hereinafter called County).

WITNESSETH:

That the Contractor covenants, promises, and agrees to and with the County to

For the price or sum of _____

as per its annexed Bid, and to in all respects comply with the terms and conditions of the Annexed Proposal, Invitation to Bidders, Instructions to Bidders, General Conditions, Specifications and Drawings and the County covenants, promises, and agrees to and with the Contractor to pay it in the price of _____

for _____

It is further mutually agreed by said parties, in consideration of their aforesaid mutual covenants, that the annexed Invitation to Bidders, Proposal, General Conditions and Specifications annexed thereto constitute and are a part of the Contract as though fully set forth therein.

Section L
Form of Contract

In Witness Whereof, the Contractor and the County have hereunto caused their common of corporate Seals to be affixed hereto duly attested by their proper Officers the day and year aforesaid.

Attest: _____
Secretary or Assistant Secretary

COUNTY OF DELAWARE

Council Chair
Dr. Monica Taylor

Attest: _____ Date: _____

County Clerk
Anne M. Coogan

LABOR AND MATERIALS BOND

KNOW ALL PERSONS BY THESE PRESENTS that _____
(Principal) and _____ (Surety) are held and firmly
bound unto the County of Delaware in the Commonwealth of Pennsylvania, (hereinafter called
County), in the sum of: _____ lawful money of the United States of America, to
which payment well and truly to be made, we do hereby jointly and severally bind and oblige
ourselves, and our respective successors and assigns firmly by these presents:

Sealed with our Seals this _____ day of _____ 20 _____.

Whereas, the bounden Principal has entered into a written Contract with the County to:

for the price or sum of _____
which Contract by reference is made a part hereof:

Now, therefore, the condition of this obligation is such that if the above bounden Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all materials furnished and labor supplied or performed in the prosecution of the work whether or not the same material or labor enter into and become component parts of the work or improvement contemplated, then this obligation to be void and of no effect, otherwise, to continue in full force and virtue.

The Principal and Surety further and severally agree with the Obligee herein that every person, co-partnership, association or corporation who whether as sub-contractor or otherwise, has furnished material or supplied or performed labor in the prosecution of the work as above mentioned and who has not been paid therefore, may use in assumpsit on this bond in the name of the County of Delaware, Obligee for his, their or its use, prosecute the same to final judgment for such sum or sums as may be justly due him, them or it, and have execution thereon, provided, however, that Obligee shall not be liable for the payment of any costs or expense of any such suit.

Recovery by any person, co-partnership, association or corporation hereunder shall be subject to the provisions of the Act of the General Assembly No. 869 approved December 20, 1967, to the same extent as if said Provisions were fully incorporated in this Bond.

It is further agreed that any alterations which may be made in terms of the Contractor in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving of the Obligee or the Principal and the Surety or Sureties or either or any of them their prospective successors and assigns, from their liability hereunder, notice to the Surety or Sureties of any such alteration, extension or forbearance being hereby waived.

Section M
Labor and Materials Bond

In Witness Whereof, the Principal and the Surety have hereunto caused their Common Corporate Seals to be affixed hereto duly attested by their proper Officer the day and year aforesaid.

Attest: _____
(Secretary or Assistant Secretary)

(Principal)

Sealed and delivered in the presence of:

(Surety)

Section M
Performance Bond

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS, that _____
(PRINCIPAL) and _____ (SURETY) are held and firmly bound unto the
County of Delaware in the Commonwealth of Pennsylvania (hereinafter called County) in
the sum of: \$ _____, lawful money of the United States of America, to
which payment well and truly to be made, we do hereby jointly and severally bind and
oblige ourselves and our respective successors and assignees firmly by these presents:

Sealed with our Seals this _____ day of _____ 20____.

Whereas, the above bounden Principal has entered into a written Contract with the
County to:

for the prices set forth in said Proposal, which said Contract, is by reference made a part
thereof.

Now the Condition of this obligation is such that if the above bounden Principal shall well
and truly perform said Contract and fully and faithfully carry out and complete the same
in all respects then this obligation shall be void and of no effect, otherwise, to continue in
full force and virtue.

AND FURTHER, we do in the event of default, hereby authorize and empower any
attorney of the Court of Common Pleas of the County of Delaware, Pennsylvania, or any
other Court of record elsewhere, or any Prothonotary or Clerk of said Courts, to appear for
us, our heirs, executors, administrators, successors or assigns, at the suit of the County of
Delaware, its successors, or assigns obligee in the above obligations as of any term, after
the date thereof, or hereof, and thereupon to confess judgment against us or against our
heirs, executors, administrators, successors or assigns for the above sum
_____ Dollars (\$ _____)
debt, besides the cost of suite and any attorney's fee of ten percent (10%) without stay of
execution and inquisition upon any levy upon real estate is hereby waived, and
condemnation agreed to and the exemption of personal property from levy and sale on
any execution under and by virtue of any exemption law now in force, or which may be
hereafter passed, is also waived.

In Witness Whereof, the Principal and the Surety have hereunto caused their common or
Corporate Seals to be affixed hereto duly attested by their Officers, the day and year
aforesaid.

Attest: _____
Secretary or Assistant Secretary

Principal

Sealed and delivered in the presence of:

Surety

Section M
Maintenance Bond

MAINTENANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT WE _____
Name and Address of Contractor

OR WE _____
Name and Address of Partnership

(or if a corporation with address and state in which incorporated) (herein after called the "Principal"), as Principal, and _____
Name of Surety and Address

a corporation of the State of _____ with offices in the Commonwealth of Pennsylvania and licensed to do business in the Commonwealth of Pennsylvania (hereinafter called "Surety"), as Surety are held and firmly bound unto the County of Delaware in said Commonwealth (hereinafter called "Owner"), in the full and just sum of _____ Dollars (\$ _____) lawful money of the United States of America, to be paid to the said Principal and Surety bind themselves and their respective heirs, administrators, executors, successors and assigns, jointly and severally firmly by these presents.

Signed, sealed and dated this _____ day of _____ 20 ____.

WHEREAS, the Principal has entered into a certain contract with the Owner dated this _____ day of _____ A.D., 20____, to furnish:

in said County and Commonwealth, in strict conformance with the Specifications, a copy of which is or may be hereto attached.

NOW THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall remedy, without cost to the said Owner, any defect which may develop during the period of one (1) year from the date of completion, and acceptance of the work performed under said Contract, provided such defects, in the judgment of said Owner, are caused by defective or inferior materials or workmanship, then this obligation shall be null and void, otherwise remain in full force and virtue. AND FURTHER, we do in the event of default; hereby authorize and empower any attorney of the Court of Common Pleas of the County of Delaware, Pennsylvania, or any other Court of record elsewhere, or any Prothonotary or Clerk of Said Courts, to appear for us. our heirs, executors, administrators, successors or assigns, at the suit of the Owner, its successors, or

Section M
Maintenance Bond

assigns obligee in the above obligations as of any term, after the date thereof or hereof and thereupon to confess judgment against us or against our heirs, executors, administrators, successors or assigns for the above sum of: _____ Dollars (\$ _____) debt, besides the cost of suit and an attorney's fee of ten percent (10%) without stay of execution and inquisition upon any levy upon real estate is hereby waived, and condemnation agreed to and the exemption of personal property from levy and sale on any execution under and by virtue of any exemption law now in force, or which may be hereafter be passed, is also waived.

Attest: _____
Secretary or Assistant Secretary

Principal

Sealed and delivered in the presence of:

Surety

Section N
Waiver of Liens

WAIVER OF LIENS

WHEREAS, entered into a contract with _____

to provide materials and perform labor necessary for _____

upon a lot of ground located _____

NOW, THEREFORE, it is hereby stipulated and agreed by and between the said parties, as part of the said contract and for the consideration therein set forth, that neither the undersigned contractor, any sub-contractor or material man, nor any other person furnishing labor or materials to the said contractor under this contract shall file a lien, commonly called a mechanic's lien, for work done or materials furnished to remove the said bridge or any part thereof.

This stipulation is made and intended to be filed with the County Prothonotary in accordance with the requirements of Section 1402 of the Mechanics Lien Law of 1963 of the Commonwealth of Pennsylvania in such case provided.

IN WITNESS WHEREOF, the said parties hereto have hereunto set their hands and seals this ____ day of _____, 20_____.

COUNTY OF DELAWARE

By: _____
Authorized Signature

Attest:

CONTRACTOR

By: _____

By: _____
Authorized Signature

Typed Name & Title

STATEMENT OF SURETY COMPANY

County of Delaware Contract No. eDPW-052924

In accordance with the provisions of the Contract dated _____
between the County of Delaware, Pennsylvania, and:

_____,
the _____ company of _____ Surety on
the Bonds of _____,
after a careful examination of the books and records of said Contractor or after
receipt of an Affidavit from Contractor, which examination or Affidavit satisfies
this Company that all claims for labor and materials have been satisfactorily
settled, hereby approve the final payment of the said
_____ Contractor and by
these presents witness that payment to the Contractor of the final payment shall
not relieve the Surety Company of any of its obligations to the County of
Delaware, Pennsylvania, as set forth in the said Surety Company's Bonds.

IN WITNESS WHEREOF, the said Surety Company has hereunto set its hand
and seal this
_____ day of _____, 20_____.

Attest:

(SEAL) _____ BY: _____
President

NOTE: This statement, if executed by any person other than the President of
the Company, must be accompanied by a certificate of even date
showing authority conferred upon the person so signing to execute
such instruments on behalf of the company represented. This
statement must be executed and submitted by the Bonding Company,
to the Architect/Engineer, before final payment can be certified.

GENERAL CONDITIONS

These General Conditions shall apply to the Contract as a whole, and to each and all branches or sub-divisions and contractors for same, should the work be divided. Approved sub-contractors should be supplied with a copy of these General Conditions and no Contract or arrangements with them shall be such as to conflict herewith.

1. DEFINITIONS

The following terms shall have the meanings indicated below:

- a. The CONTRACT DOCUMENTS consist of the Agreement, the Instructions to Bidders, the General Conditions, the Proposal, the Drawings and Specifications, including all modifications thereof incorporated in the Documents before their execution.
- b. The term OWNER shall mean the County of Delaware.
- c. The term OFFICERS OF OWNER shall mean the County Council of the County of Delaware.
- d. The term ARCHITECT shall mean the Design Professional who has prepared these Specifications.
- e. The term CONTRACTOR shall mean the person, firm, or corporation named in the Agreement, who will execute the work.
- f. The term SUB-CONTRACTOR includes only those having a direct Contract with a Prime Contractor for the performance of the work required under the Prime Contract, and it includes one who furnished materials worked to a special design according to the Drawings or Specifications for this work, but does not include one who merely furnishes material not so worked.
- g. Throughout the Contract Documents, the term OWNER, ARCHITECT, CONTRACTOR, and SUB-CONTRACTOR are treated as if each were of the singular number.
- h. The term WORK of the Contractor or Sub-contractor includes labor, materials, and services, or any of them.
- i. Where AS SHOWN, AS DETAILED, or words of similar import are used, it shall be understood that reference to the Drawings accompanying this specification is made, unless otherwise stated.
- j. Where AS DIRECTED, AS REQUIRED, AS PERMITTED, APPROVED, ACCEPTANCE or words of similar import are used, it shall be understood that the directions, requirements, permission, approval, or acceptance of the Owner is intended, unless otherwise stated.

- k. As used herein, PROVIDED should be understood to mean PROVIDED COMPLETE IN PLACE, that is, FURNISHED AND INSTALLED.
- l. CHANGE ORDER shall mean any changes in the work which alter the terms of conditions of the Contract, including, but not limited to, any extension of time for completion of the Contract or any additional to, or deduction from the Contract Sum for extra work or changes in the work. Change orders shall be processed on standard A.I.A. forms and shall be signed by the Owner and the Contractor prior to the start of any work affected by or included in the scope of the change.
- m. The term NOTICE, as used herein, shall mean and include all written notices, demands, instructions, claims, approvals, and disapprovals required to obtain compliance with Contract requirements. Written notice by either party to the contract shall be deemed to have been duly served if delivered to or at the last known business address of the person, firm, or corporation, the other party to the Contract, or to his, their, or its duly authorized Agent, representative or Officer, or when enclosed in a postage repaid envelope addressed to such last known business address and deposited in the United States mail.
- n. The words TIME OF COMPLETION, CONTRACT TIME, or similar shall be as indicated in the Contract Documents.
- o. The law of the place of building shall govern the construction of this Contract.

2. ARCHITECT'S INSPECTION

All work shall be subject to Architect's inspection; he shall make all decisions regarding the work; shall interpret the contract documents and any authorized alterations in work; shall confirm in writing any oral orders, may stop work when necessary; have no authority to approve or order changes in work.

3. ARCHITECT'S DECISION

All questions or disputes arising respecting any matter pertaining to the Contract or any part of it, or any breach of the Contract, or any questions and disagreements between the Owner and Contractor relating to the Meaning of the Drawings and Specifications or to kind and quality of work or materials required thereby, shall be decided by the Architect. Reference of questions under this provision must be presented prior to the final payment.

4. INTENT OF CONTRACT DOCUMENTS

The Contract Documents are complementary. What is called for by any one of them, shall be as binding as if called for by all. The intention of the Contract Documents is

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to include the Contract Price, the cost of all labor and materials, scaffold, ladders, runs centering, shoring, staging, rigging, hoists, water, fuel, tools, plant equipment, lights, power, transportation, shop drawings, samples, tests, tools, warranties, taxes, insurance and all other service and expenses necessary for and incidental to the proper execution and completion of the work, unless distinctly specified otherwise. In interpreting the Contract Documents, words describing materials or work which have a well-known technical or trade meaning, unless otherwise specifically defined in the Contract Documents, shall be construed in accordance with such well-known meaning, recognized by Architects, Engineers and Trades.

The Specifications, Drawings, Conditions, and Instruction in Directions as set forth are intended to cooperate and agree, and they shall be interpreted so that the work exhibited in the Drawings and not mentioned in the Specifications, or vice versa, shall be included the same as if it were mentioned in the Specifications and set forth in the Drawing themselves. Any such discrepancies shall be interpreted, explained and decided by the Architect, who shall have the right to correct any errors or omissions in them as are necessary for the proper fulfillment of their intentions, either before or during the prosecution of the work, and the Contractor shall conform to and abide by whatever supplementary Drawings and explanations may be furnished by the Architect for the purpose of illustrating the work.

Where the work is shown in complete detail on only half or a portion of a Drawing or there is indication of continuation, the remainder being shown in outline, the work drawn out in detail shall be understood to apply to other portions of the structure. On all work of additions, or alterations, it shall be the responsibility of the Contractor, by personal inspection, to satisfy himself as to correctness of any information given which may affect the quantity, size and quality of material required for a satisfactorily completed Contract, whether or not such information is indicated on the Drawings or within the Specifications.

5. WORK IMPLIED

Should any incidental work or materials be required but not set forth in the Specifications and Drawings, either directly or indirectly, but which is nevertheless necessary for the proper carrying out of the intent thereof, it shall be deemed to be implied and required, and the Contractor shall furnish and install all such work and materials as fully as if they were particularly delineated and described, without additional cost to the owner.

6. ACTUAL MEASUREMENTS

In all Cases where dimensions are governed by conditions already established, the Contractor must depend entirely upon measurements taken by himself, scale or

figured dimensions to the contrary notwithstanding, but no deviation from the specified dimensions shall be made unless duly authorized by the Architect.

7. ERRORS AND DISCREPANCIES

If the Contractor, in the course of the work, finds any discrepancy between the Drawings or Specifications and the physical conditions of the premises, or any errors, in the Drawings or Specifications or in the layout as given by the points and instructions, it shall be his duty to immediately inform the Architect, in writing. Should any work be undertaken after the discrepancy has been noted and prior to decision by the Architect, it is understood that the Contractor will rectify, at his own expense, such work as may have been accomplished and which does not comply with the decision of the Architect.

8. ASSUMPTION OF RISK

The Contractor represents that he has had an opportunity to examine, and has carefully examined all of the Specifications, Drawings, Instruction and Directions in connection with the work; that he has fully acquainted himself with the actual levels, the excavations and filling required, visible obstructions or known obstructions below the surface, and all other conditions relevant to the work, the site of the work and its surroundings; and is fully aware of any variances between the actual conditions relevant to the work and the same as shown or represented in said Specifications, Drawings and Directions, as far as such variances can be determined by an inspection of the site; that he has made all investigations essential to a full understanding of the difficulties which may be encountered in performing the work and that anything in any of said Documents or in any representation, statements, or information made or furnished by Owner or Architect notwithstanding, the Contractor will, regardless of any such conditions relevant to the work, the site of the work or its surroundings, complete the work for the compensation agreed upon (except in the case of changes in the work made by the Owner or Architect and conditions at the site that cannot be determined by inspection, in connection with which the Contractor will be paid as provided in the Article regarding Changes), and will assume full and complete responsibility therefore and all risk in connection therewith. In addition, thereto, the Contractor represents that he has special qualifications for doing the work and will complete the said work to the satisfaction of Owner and Architect.

9. SIGNING OF DOCUMENTS

The Contract Documents shall be signed, in duplicate, by the Owner and the Contractor.

10. ASSIGNMENT OF CONTRACT

The Contractor shall not assign the Contract or any part thereof without the written consent of the County of Delaware. He shall not Sub-Contract without prior written approval from the County of Delaware.

11. SUB-CONTRACTS

As soon as practicable and before awarding any sub-contracts, the Contractor shall notify the Architect and Owner in writing, of the names of the sub-contractors proposed for the principal parts of the work, and for such other parts as the Architect or Owner may direct.

The Contractor shall not sublet or sub-contract any work to be performed, or any materials to be furnished in the performance of the contract without the written consent of the Architect or Owner.

The Contractor shall not be required to employ any sub-contractor against whom he has a reasonable objection.

If the Contractor shall sublet or sub-contract any part of the Contract, the Contractor shall be as fully responsible to the Owner of the acts and omissions of his sub-contractor as he is for the acts and omissions of persons directly employed by himself. The Architect shall, on request, furnish to any sub-contractor, whatever practicable, evidence of the amounts certified on his account.

Nothing contained in the Contract Documents shall create any contractual relationship between any sub-contractor and the Owner. The Contractor agrees to bind every sub-contractor and every subcontractor shall agree to be bound by the terms of the Instructions to Bidders, Special Conditions, General Conditions, Drawings and Specification as far as applicable to his work.

12. OTHER CONTRACTS

The Owner reserves the right to let other Contracts in connection with this work even if of like character to the work under this Contract. The Contractor shall afford other Contractors adequate opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with their work.

If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Architect and Owner, any defects in such work that render it unsuitable for such proper acceptance of the other Contractor's work as fit and proper acceptance of the

Contractor's work as fit and proper for the reception of his work, except as to defects which may develop in the other Contractor's work after the execution of subsequent work.

To ensure the proper execution of this subsequent work, the Contractor shall measure work already in place and shall at once report to the Architect any discrepancy between the executed work and the drawings.

13. TAXES

All Federal, State and Local Taxes, including Excise Tax, Sales and Use Taxes, when applicable, shall be included in the Proposal, and shall be paid by the Contractor.

14. OWNER'S RIGHT TO OCCUPY

The Owner reserves the right to occupy any portion of the project, before it has been entirely completed, with the distinct understanding that such occupancy shall in no way constitute acceptance of the work in whole or any part thereof, or of any work performed under the Contract.

The Contractor will be held strictly to the terms of the Contract regarding the diligent prosecution of the work and the time of completion of same. In case additional work is ordered or in case of delays not the fault of the Contractor, the Owner may make an equitable extension of working time by so designating in writing.

15. DEFAULT ON PART OF CONTRACTOR

If the Architect shall at any time be of the opinion that the Contractor is not progressing with the work as rapidly as necessary to insure its completion by the date set forth in the Contract or is neglecting to remedy any imperfections or to repair damage to public or private property; or continues to employ or re-employ negligent or careless persons; or is conducting the work in a manner disapproved by the Architect or if the Contractor stops or abandons work on any part of the construction without the written consent of the Architect, or is violating any of the provisions of the Contract, the Architect shall give the Contractor written notice of the specific deficiencies and direct the Contractor to remedy same. If, at the end of seven (7) calendar days from the date of such notice, the Contractor shall have failed to comply therewith, then the Owner may withhold all payments until the provisions of such notice are carried out and may also place additional forces, equipment, tools and materials on parts of the work at the Contractor's expense as specified or it may annul the Contract.

In case the Owner should augment the Contractor's forces, equipment, etc., as herein provided, the cost incurred in carrying on such parts of the work shall be paid by the Contractor. The Owner may retain the amount of the cost of such work from any sum

or sums due or to become due the Contractor under this Contract. If such costs exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

Should the Contractor be judged as bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he files any proceedings under the provisions of the Bankruptcy Act, or if he should persistently or repeatedly refuse, or should fail, except in cases for which extension of time is provided to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-contractors or for material or labor, or persistently disregard laws, ordinances or the instruction of the Architect or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the Certificate of the Architect that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and his Surety, if any, seven (7) calendar days written notice, terminate the employment of the Contractor and take possession of the premises by whatever method he may deem expedient, including, but not limited to, contracting with another Contractor. The Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract price shall exceed the expense of finishing the work, including compensation for additional professional design, engineering, managerial, and administrative services, such balance shall be paid to the Contractor; should the unpaid balance be insufficient to complete the work, including compensation for professional design, engineering, managerial, and administrative services, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Architect.

16. REMOVAL OF EQUIPMENT

No equipment shall be removed from the worksite by the Contractor, except as herein designated until the usefulness of such equipment on the worksite has ceased, or except with the written consent of the Architect, otherwise such removal may be considered by the Owner as an abandonment on the part of the Contractor.

In the case of annulment or rescission, or termination of this Contract for any cause whatsoever before the completion of this Project, no equipment, material or supplies shall be removed from the site without the prior authorization in writing from the Owner. Upon written notice from the Architect to do so, the Contractor shall promptly remove such equipment and supplies from the property of the Owner. The Contractor's failure to carry out the provisions of such notice shall give the right to the Owner to remove such equipment and supplies at the expense of the Contractor.

17. MATERIALS AND WORKMANSHIP

Unless otherwise specifically stipulated in the Specifications, all workmanship shall be of the best quality and all equipment, materials and articles incorporated in the work under the Contract shall be new and of the best grade of their respective kinds for the purpose. The Contractor shall, if required, furnish evidence as to kind and quality of materials.

Should any dispute arise as to the quality and fitness of workmanship, equipment, materials and articles, the decision shall rest strictly with the Architect and shall be based upon the requirements of the Contract, and what is usual and customary in the execution of other work shall in no way enter any consideration or decision whatsoever.

Where equipment, materials or articles are referred to in the Specifications as equal to any particular standard, the Architect shall decide the question of quality. The Contractor shall furnish to the Architect for his approval, the name of the manufacturer of machinery, mechanical and other equipment that he contemplates incorporating in the work, together with their performance, capacities and other pertinent information.

Where required by the Specifications or when called for by the Architect, the Contractor shall furnish the Architect for approval, full information concerning the materials or articles that he contemplates incorporating in the work. Machinery, equipment, materials and articles installed or used without such approval shall be at the risk of subsequent rejection.

When the Specifications give the Contractor the option of using one of several definitely named makes or kinds of a particular item or "Approved" equal, the Contractor shall use one of the named items or submit a written request to the Architect for approval and obtain his approval of an equal before purchasing such material.

Where the Specifications call for any stipulated items, "or equal thereto and approved" or other words to that effect, the Architect shall be the sole judge of the equality of any article or material offered and reserves the right to demand the particular items stipulated.

18. CHANGES IN SPECIFICATIONS

The Owner reserves the right to make any change in the location of any piece of apparatus or equipment, or roughing-in dimensions up to the time of roughing-in and to make any changes in the Drawings and Specifications, should any be found desirable previous to commencing or during the progress of the work, without in any

other respect or particular invalidating the original provisions of the Contract, without additional expense to the Owner unless such changes require additional labor and/or material. If such a change requires a less amount of labor and/or material than the original work shown or specified, the Owner will be entitled to a credit equal to the difference of the cost and installation. The greater or lesser amount, if any, to be paid the Contractor by the Owner by reason of such changes, shall be as herein specified or as agreed upon between them.

No part of the work shall be altered from that shown on the Drawings or described in the Specifications, nor shall any work in the nature of additional work, or any work not contemplated by the Contract Documents be performed except on written order of the Architect, approved by the Owner, and if any extra, additional or different work be proceeded with or executed by the Contractor without previous order given, in writing, under the hand of the Architect, as herein provided, the Contractor shall not be entitled to charge for such extra work.

19. ADDITIONAL OR OMITTED WORK

It is understood that the Owner shall have the right during the progress of construction to make any alterations, additions or omissions of work or material herein specified or shown on the Drawings that may be desired and the same shall be carried into effect by the Contractor without in any way violating the Contract. The amount of money to be added or deducted shall be agreed to, in writing, signed by the two contracting parties before any changes in the Contract Documents will be in force.

Unless specifically directed otherwise by the Architect, the Contractor shall promptly submit his itemized prices for additions, alterations or deductions prior to proceeding with the changes, which prices, if approved by the Owner, shall be added to or deducted from the Contract price.

When so directed, the Contractor shall submit separate unit prices on work for both additions to and deductions from the Contract price; adjustment, if any, in the amounts to be paid to the Contractor by reason of any change, addition or reduction shall be determined by one or more of the following methods:

1. By unit price contained in the Contractor's Proposal and incorporated in the Contract which unit prices include all charges.
2. By an acceptable lump sum Proposal from the Contractor. Such Proposal shall indicate costs for materials and labor and shall indicate overhead and profit.

3. By actual time and material costs, verified by the Owner's representative, to which it is agreed that an overhead charge of 10% and a profit of 10% will be added.
4. No extra work or change shall be made unless in pursuance of a written order from the Owner signed or countersigned by the Architect.

20. SUPERVISION AND LABOR

The Contractor shall provide continuous supervision of all work embraced in the Contract, from the beginning of the work to the date of final completion, by a duly authorized and competent Superintendent who shall be acceptable to the Architect. The Superintendent shall be at all times in charge of the work and shall be provided with such assistants as are necessary to properly carry on the individual branches of the work. The Superintendent shall represent the Contractor in his absence from the work, and all directions, instruction, or notices given to the Superintendent by the Architect shall be as binding as if given to the Contractor.

The Contractor shall at all times enforce good order and conduct among his employees. Every employee shall be a first-class workman and competent to perform the work assigned to him. Employees shall not be permitted to trespass or conduct themselves contrary to the rules and regulations governing the Owner's premises. Any employee of the Contractor whom the Architect considers to be detrimental to the proper carrying out of the work is to be removed promptly on the request of the Architect, and the services of such person shall not be employed on the project site without the written consent of the Architect.

21. ENGINEERING AND LAYOUTS

If applicable, the Contractor shall provide competent engineering and layout services, approved by the Architect, from the beginning of the work to the date of final completion of the Contract, to execute the work in accordance with the Contract requirements.

22. RIGHTS OF VARIOUS INTERESTS

Wherever work is being done by workmen other than those employed by the Contractor, but contiguous to his work, the respective rights of the parties involved shall, if necessary, be established by the Architect. Requests in writing for such determination shall be submitted in a timely manner by the Contractor.

23. INSPECTION OF WORK

The Contractor shall afford the Architect every facility for observation. All materials and workmanship shall be, at all times, subject to the inspection and acceptance of the Architect who shall have full power at any time during the progress of the work to reject any materials or workmanship which the Architect may deem unsuitable for the purpose for which they are intended, or which are not in strict conformity with the Specifications. The Architect shall also have the power to cause any inferior or unsafe work to be taken down and altered at the cost of the Contractor. When deemed necessary for the proper protection of materials or building, the materials must be sorted and handled as directed by the Architect. Every part of the work shall be executed to the entire satisfaction and acceptance of the Architect and Owner.

24. WORK MAY BE PULLED DOWN AND OPENED UP FOR EXAMINATION AND INSPECTION

If directed by the Owner and the Architect, the Contractor shall pull down, undo or uncover any part of completed or partially completed work or make openings therein to enable the Architect to make a proper and thorough inspection and the Contractor, after such inspection, shall repair or reconstruct such affected work to the satisfaction of the Architect.

If, in the opinion of the Architect, the work should be found unsatisfactory in any respect, the cost of exposing, removing, replacement and restoring it shall be defrayed by the Contractor.

Should the work thus exposed be found not faulty by the Architect, and if adequate opportunity was afforded for inspection of the work before it was covered or completed, the cost and expense thereby incurred shall be defrayed by the Owner or the Architect to the extent to which they mutually accept responsibility for such required corrective work.

25. ROYALTIES AND PATENTS

The Contractor shall obtain all necessary consents and shall pay all royalties, licenses, and fees for the use of any patented invention, article, composition or process in the work done or the materials furnished, or any part thereof embraced in this Contract. The Contractor guarantees to save harmless the Owner, its Officers, members, Agents and employees from the liability of any kind of nature including cost and expense on account of suits and claims of any kind for the violation or infringement of any such patent rights by the Contractor or by anyone directly or indirectly employed by him, for, by reason of the use of any art, process, method, manufacture, or

composition of matter patented or un-patented in the performance of this Contract, in violation or infringement of any such patented rights.

The Contractor shall pay for all royalties, claims, and fees for any patented invention, article, or arrangements that may be used in the work under Agreement.

26. PERMITS, LICENSES AND CERTIFICATES

The Contractor shall arrange for the issuance of all Local permits required both temporary and permanent and the Contractor shall include in his price the cost of any of these items. All other licenses, certificates, inspections, survey and/or inspection fees shall be paid by the Contractor including license to practice his trade.

The Contractor shall deliver to the Architect certificates of inspection and certificate of occupancy where such are required.

The Contractor shall furnish to the local authorities all necessary bonds or cash deposits required as a pledge and security for the protection or maintenance of any public property.

The Contractor and each of his sub-contractors shall secure and pay for all inspections and certification of their work as required by laws and regulations in effect in the locality in which the project is built including those of the Underwriter's and other regulatory bodies.

27. BUILDING REGULATIONS

The requirements of all applicable laws, rules and regulations of Local and State Departments governing building construction and equipment, shall be followed, and all work shall be carried out in strict accordance with such requirements even though each item involved be not herein particularly mentioned or shown on the drawings.

Work required by the Drawings and Specifications above or in excess of the standards required by the above-mentioned laws and regulations shall be provided as specified.

If the Drawings and Specifications are at variance with the above-mentioned laws and regulations, the Contractor shall promptly notify the Architect, in writing, and any necessary changes shall be made as provided in the Contract. If the Contractor performs any work contrary to such laws, rules and regulations, and without such notice to the Architect, he shall bear all costs arising therefrom.

28. COOPERATION

The Contractor shall cooperate with the other Contractors on the work and with the Owner so that the completion of all portions of the work may proceed with all possible speed. The Contractor will be required to furnish any and all other Contractors, whose work is fitted to his, detail and erection Drawings giving full information regarding the fabrication and assembly of his work.

So far as possible, these drawings shall show checked field measurements. The Contractor shall further cooperate in timing his work to join with the work of the Contractors or the Owner.

29. MOVING MATERIALS

If it becomes necessary at any time during the execution of the work to move materials or equipment which have been temporarily placed, the Contractor or Sub-contractor furnishing said materials shall, when so directed by the Architect, move them or cause them to be moved without additional charge.

30. RECEIVING MATERIAL FURNISHED BY OTHERS

Whenever the Contractor or any Sub-contractor shall receive items from another Contractor or the Owner for storage, erection or installations, the Contractor or Sub-contractor receiving such items shall give receipt for the items delivered, and thereafter will be held responsible for the care, storage and any necessary replacing of items received.

31. INJURY TO PROPERTY

Should any direct or indirect injury be done to any existing installation or structures, or to public or private property of any kind or to any structure, materials, or fixtures, resulting from any act or omission on the part of the Contractor, his Sub-contractor, Employees or Agents, the Contractor shall, at his own expense, restore the same equal to its condition before the said damage or injury was done by repairing, replacing, rebuilding or otherwise as may be required by the Owner, Architect or the Owner of the damaged property.

The Contractor shall take all necessary precautions to avoid injury or damage to buildings, driveways, sidewalks, grading, pipes, conduits, etc., and shall, unless otherwise specified, restore such structures, property, materials, etc., at his own cost and expense to a condition equal to that existing before such damage was done, by repairing, rebuilding, or otherwise, as may be required by the Owner, or shall make good such injury or damage in a satisfactory manner.

The Contractor shall be responsible for any injury or damage to the property of the Owner or to the property of any Public Utility Company included in this contract by or on account of any act, omission, neglect or misconduct of the Contractor in the prosecution of the work or in the storage of materials and equipment.

The Contractor shall properly safeguard the work under this Agreement and shall make good at his own expense all injuries or damages to said work before its completion and final acceptance.

32. BONDS

Should any surety upon the bonds for the performance of the Contract and payment for materials and labor become unsatisfactory to the Owner, the Contractor shall promptly furnish such additional security as may be required from time to time to protect the interest of the Owner and of persons supplying materials and labor in the prosecution of the work required by the Contract, including any change therein.

33. CUTTING AND PATCHING

The General Contractor shall do all demolition, cutting, patching, removals, additions, adjustments and replacements of building construction and finishes necessary for the installation of work of mechanical, electrical and other separate Contractors. All work shall be performed so as to leave the buildings and structures complete and watertight and, in a condition, satisfactory to the Architect.

The Contractor for Mechanical and Electrical construction shall furnish all labor, material and equipment and perform all operations for the demolition, removal, salvaging, disposition of materials and alterations to the installations and equipment, utilities and services of their respective trades. Any cost of cutting and fittings caused by defective or ill-timed work shall be borne by the party responsible, therefore.

The Contractor shall not endanger any work by cutting, fitting or otherwise. The Contractor shall not cut or alter the work of any other Contractor.

34. ORDER OF COMPLETION

The Contractor shall complete any portion or portions of the work in such order as may be stated in the Specifications. All work shall be so arranged, and Contractors shall so coordinate their work as to complete the work by the date as set forth in the Contract.

35. SUSPENSION OF WORK DUE TO UNFAVORABLE CONDITIONS

If, in the judgment of the Architect, the Contractor is taking undue risk in the interruption of ongoing site operations and risk of damage to any part of the building by proceeding with the work during unfavorable weather or other conditions, the Architect shall immediately verbally notify the Contractor or his representative on the site, confirming the same in writing, with copies to the Owner. The Owner may thereupon suspend the work temporarily either wholly or in part, for such period or periods as it may be necessary on account of unsuitable weather or other conditions unfavorable for the safe and proper prosecution of the work. In case of such suspension, no allowance will be made to the Contractor for any expense resulting therefrom. The Owner shall not be liable to the Contractor in any manner for any other charges whatsoever arising out of a suspension in the work of either this Contractor or any Contractor engaged on this Project. It shall be clearly understood that the failure of the Owner or Architect to suspend the work shall not relieve the Contractor of his responsibility for compliance with the conditions of the Contract.

36. SUSPENSION OF WORK DUE TO FAULT OF CONTRACTOR

Should the Contractor fail to comply with any order of the Architect relative to any particular part of the work, the Architect shall have the right to suspend the work on any or all parts until his orders respecting the particular parts are complied with. In case of such suspension, which shall be considered due to the fault of the Contractor, it shall be at the expense of the Contractor on account of idle equipment or forces during the terms of such suspension.

37. SUSPENSION OF WORK DUE TO UNFORESEEN CAUSES

If the Contractor shall be delayed in the completion of his work by reason of unforeseeable causes beyond his control and without his fault or knowledge; such as acts of God or of a public enemy, fire, flood, epidemic, quarantine, restriction, strike, riot, civil commotion or freight embargo, the period may be extended as hereinafter provided. Suspension of work as outlined above shall not in themselves operate to extend the Contract date of completion.

38. REQUEST FOR EXTENSION

The request for extension of time shall be submitted by the Contractor to the Owner and the Architect setting forth his reasons, therefore. In submitting such requests, the Contractor shall state the completion date as stated in the existing Contract, any changes that have been authorized, and the date he is now requesting as a new completion date. The Owner will grant or deny such request at such time as he deems proper.

The Owner shall not be liable to the Contractor in any manner for any expenses, damages, loss of profits, anticipated or otherwise, or any other charge whatsoever arising out of an extension in the completion date of the work of either this Contract or any Contractor engaged on this Project.

39. STOPPAGE OF WORK BY ARCHITECT

Should conditions arise which, in the opinion of the Architect, warrant a stoppage of work, then the Architect may so direct. If the work is stopped and the Architect subsequently directs its resumption, the Contractor shall resume full operation within the period of ten (10) calendar days after date of written notice. The Owner shall not be liable to the Contractor in any manner for any expenses, damages, loss of profits, anticipated or otherwise, or any other charges whatsoever arising out of the stoppage of the work of either this Contract or any Contractor engaged on this project. Any work done by the Contractor during the period of suspension shall be at his sole risk and he shall receive no pay therefore, unless the construction is subsequently ordered to be and is resumed and the work during the intervals of the suspension can be utilized in the resumed work.

In the event the Owner determines that any or all of the work as outlined in the Contract shall be terminated, the Contractor shall request payment for the percentage of the work that he actually has completed under the Contract.

The Owner will then determine the percentage of such work that has been completed and the Contractor will accept as full payment the sum of money determined by applying that percentage to the sum that would have been paid under the terms of the Contract, had all of the work been completed.

40. MONTHLY ESTIMATES AND PAYMENTS

Immediately following the receipt of executed copy of Contract, the Contractor shall submit, on forms approved by the Architect, a detailed breakdown of all items of work entering into the Contract. This detailed breakdown will show quantities of the respective items and the allowances for labor, materials and other costs entering into each item. The detailed breakdown when approved by the Architect shall be used as a basis by the Contractor in preparing monthly estimates for payment and shall, as accurately as possible, reflect the true division of cost of the respective items entering into the Contract.

As long as the work herein contracted for its prosecuted in accordance with the provisions of this Contract and with such progress as may insure completion by the date set forth in the Contract and to the satisfaction of the Architect and owner, then

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the Owner will make payment to the Contractor for the value of the work completed at monthly intervals.

Monthly estimates shall be prepared by the Contractor on forms approved by the Architect and will indicate the quantity and value of the work done and materials incorporated by the Contractor to the end of the monthly estimate period. The monthly estimate will be forwarded by the Contractor, for approval to the Architect, and he shall, in turn, forward it to the Owner. Materials in reasonable quantities that are delivered and accepted for incorporation in the work but not yet so used may be included on monthly estimates for payment.

The Contractor shall submit with the monthly estimate, reflecting the unincorporated material, original and two (2) copies of itemized receipt invoices showing payment for such material by the Contractor and delivery slips certifying to the delivery of the quantities set forth on the estimate to the site of this work, upon the property of the Owner.

The Contractor shall mark or identify such material and shall be solely responsible for its safekeeping and usability of the time it is to be incorporated in the structure or project, and shall, at his own expense, care for and protect the same and take out insurance against theft, loss from any other cause, damage, destruction and/or such other risks as may be involved, which would render the aforesaid materials unfit or unavailable for incorporation in the project.

Payment for materials stored at the site shall be based on 50% of actual cost for same as shown by the receipted invoices and shall not exceed the cost of materials as indicated on the approved "Breakdown Sheet" for the particular items involved. Monthly payments to the Contractor will be made on the basis of submission prepared by the Contractor as above explained. The form will require breakdown of total work completed to date of submission. From this total will be deducted ten percent (10%). From the resultant amount will be deducted all previous payments. The remainder, as approved, will constitute current amount due. The retained ten percent (10%) will be paid when the project has been finally accepted by the Owner. No estimates given or payment made shall be conclusive of the performance of the Contract either wholly or in part and no estimates or certificates of final payment shall be construed to be an acceptance of inferior or defective work or materials.

In Contracts exceeding \$50,000.00 for the construction, reconstruction, alteration or repair of any public building or other public work or public improvement, including heating or plumbing contracts, under the terms of which the Contractor is required to give a performance bond and labor and material payment bond, the Owner, in order to insure the proper performance of the Contract, shall withhold from the Contractor sums not to exceed 10% of the amount due the Contractor until 50% of the Contract

is completed. The sum or sums withheld by the Owner from the Contractor after the Contract is 50% completed shall not exceed 5% of the amount due the Contractor.

41. ACCEPTANCE AND FINAL PAYMENT

Whenever, in the opinion of the Architect, the Contractor shall have completed his Contract in accordance with terms thereof, the Owner and the Architect shall make a final observation of the entire work and, if satisfied that the Contractor has completely performed the Contract, the Contractor shall be instructed to submit a final estimate showing the entire amount of each class of work performed and the value thereof with such deductions as may be due the Owner under the Contracts or of such additions as may be due the Contractors. The total payments due to the Contractor cannot, however, exceed the sum authorized by the Owner under the terms of the Contract. The Architect shall certify to the Owner the aggregate amount of said final estimates due to the Contractor and that all work in the Contract has been fully completed.

The final payment shall not become due and payable until the Contractor shall have furnished the Owner with satisfactory evidence that all labor and materials, outstanding claims and indebtedness of whatsoever nature arising out of the performance of the Contract have been paid, and until the Contractor shall have furnished a written General Release statement to such effect executed by Contractor and Sureties, which will further provide that payment to the Contractor of the final estimate shall not relieve any Surety of its obligation to the Owner as set forth in the Surety Bonds.

Where one or more claims against the Contractor, which are in controversy, appear unsatisfied, the Owner shall have the discretion to direct final payment to be withheld or a partial payment to be made from the retained percentage, should it be determined that the withholding of the entire final payment would work a hardship on the Contractor or delay the final payments to other Contractors on the project. If only partial payment is permitted under the paragraph from the retained percentage, final payment shall not be made until the Contractor shall have furnished satisfactory evidence and a statement from the Surety that all claims against the Contractor have been paid; that payment to the Contractor of the Contract balance shall not relieve any Surety of any of its obligations to the Owner as provided in the Surety Bond. The acceptance by the Contractor of the final payment made as aforesaid, shall operate as and be a release to the Owner and every member and agent thereof from all claims and liabilities to the Contractor for (1) anything done or furnished for, or relating to the work or (2) any act or neglect of the Owner, or of any person relating to or affecting the work, but his final payment shall not relieve the Contractor from his indemnity obligations under the terms of the Contract.

42. ESTOPPEL AND WAIVER OF LEGAL RIGHTS

Neither the Owner nor the Architect shall be precluded or estopped by the measurements, estimate, or certificate, made or given by any of them or by any of their agents or employees, under any provision of the Contract, at any time, either before or after the completion and acceptance of the work and payment thereof, pursuant to any measurements, estimates, or certificate, from showing the true and correct amount or character of the work performed and materials furnished by the Contractor, nor from showing, at any time, that any such measurements, estimate or certificate is untrue or incorrectly made in any particular, or that the work or materials or any parts thereof do not conform in fact to Specifications and Contract. The Owner shall have the right to reject the whole or any part of the aforesaid work or materials should the said measurements, estimate, certificate or payments be found or be known to be inconsistent with terms of the Contract, or otherwise improperly given, and the Owner shall not be precluded or estopped notwithstanding any such measurements, estimate, or certificate or payment in accordance therewith from demands and recovering from the Contractor and/or his surety such damages as may sustain by reason of his failure to comply with the terms of the Specification and Contract, or on account of any over payments made on any estimate or certificate. Neither the acceptance by the Owner or Architect or any of their agents or employees, nor any certificate approved for payment of money; nor any payments for, nor acceptance of, the whole or any part of the work by the Owner, nor any extension of time nor any possession taken by the Owner or its employees shall operate as a waiver of any portion of the Contract or any power therein reserved by the Owner, or any right to damages herein provided, nor shall any waiver of any breach of the Contract be held to be a waiver of any other or subsequent breach.

43. CHASES, THIMBLES, SLEEVES

The General Contractor shall construct, or have built into the building walls, floors, ceilings and partitions all chases, thimbles, sleeves, inserts, bolts, hangers and fastening devices that are necessary. All other prime or separate Contractors shall furnish to the General Contractor, for installation, all material in required locations.

If the foregoing has not been complied with within such time as may be necessary so that the work can progress along with the structure, then the Sub-contractor or separate Prime Contractor whose work is affected shall make and bear expenses for such changes incidental to the construction as may be required so that his work can be properly installed. All such work shall be undertaken only after securing the Architect's approval.

44. HIRING, ETC.

That, in the hiring of employees for the performance of work under this Contract or any Sub-Contract hereunder, no Contractor, shall by reason of race, creed, or color or sex discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which employment relates.

45. SHOP DRAWINGS AND SAMPLES

Shop Drawings are drawings, diagrams, illustrations, schedules, performance charts, brochures and other data which are prepared by the Contractor or Sub-contractor, manufacturer, supplier or distributor and which illustrate some portion of the work; samples are physical examples furnished by the Contractor to illustrate materials, equipment or workmanship and to establish standards by which the work will be judged.

The Contractor shall review, stamp with his approval and submit, with reasonable promptness and in orderly sequence so as to cause no delay in the work or in the work of any other Contractor, all shop drawings required by the Contract Documents or subsequently by the Architect as covered by Modifications. Shop drawings and samples shall be properly identified as specified, or as the Architect may require, Contractor shall notify the Architect in writing of any deviation in the shop drawings from the requirements of the Contract Documents at the time of submission.

The Contractor shall make any corrections required by the Architect and shall resubmit the required number of corrected copies of shop drawings or new samples until approved. The Contractor shall direct specific attention in writing or on resubmitted shop drawings to revisions other than the corrections requested by the Architect on previous submissions.

The Architect's approval of Shop Drawings or Samples shall not relieve the Contractor of responsibility for any deviation from the requirements of the Contract Documents unless the Contractor has informed the Architect in writing of such deviation at the time of submission and the Architect has given written approval to the specific deviation, nor shall the Architect's approval relieve the Contractor from responsibility for errors or omissions in the Shop Drawings or Samples.

For each Shop Drawing required, the Contractor shall submit one copy of an acceptable, legible, reproducible (sepia) print of the original tracing, along with two (2) prints. The Architect will mark as previously specified and return corrected sepia print to Contractor. This process shall be repeated until approved shop drawings are received. Five (5) prints of approval sepia, along with the sepia print, will be finally submitted. All sepia prints will become the property of the Owner.

46. AS-BUILT DRAWINGS

At termination of work and before final payment, submit As-built drawings of the work completed.

After approval, submit one (1) corrected bound copy and two (2) electronic CD's in PDF Format.

47. REQUIRED BREAKDOWN OF PROJECT COSTS AND FORM FOR MONTHLY BILLINGS

American Institute of Architects Document G702, "Application and Certificate for Payment", and Document G702A, "Continuation Sheet", will be used for all monthly billings on this project.

48. PREVAILING WAGE RATES

If Prevailing Wage Rates apply, the Contractor shall conform to and be bound by the laws of the Commonwealth of Pennsylvania, relating to conditions of employment with respect to Act. No. 442. Prevailing Wage Rates apply to any project over \$25,000.00

49. CONTRACTOR'S SECURITY

Upon notice to the Contractor that he is the lowest responsible bidder, and before award of the Contract, the Contractor shall furnish two (2) Bonds with Surety acceptable to the County, as follows:

One in the full amount of the Contract conditioned for the faithful performance of said Contract, including the indemnification of the Owner, in all respects set forth in these General Conditions and Specifications.

And the other for the full amount of the Contract conditioned to pay for all labor and materials which may be furnished to the Contract or which may enter into the Contract with right in all persons, firms or Corporation furnishing such labor or materials to sue on said Bond in the name of the Owner, for his, their, or its use.

The County Council of the County of Delaware will also require a Maintenance Bond in the amount of ten percent (10%) of the Contract price conditioned that the Principal shall remedy, without cost to the Owner, any defects which may develop during the period of one (1) year from date of completion and acceptance of the work performed under the Contract.

To each Bond shall be attached a recent financial statement of the Surety, along with a Power of Attorney showing that the person signing the Bonds on behalf of the Surety has power to do so.

The surety Bonds are subject to the approval of County Council. No Surety Bond will be approved unless the bonding Company shall have a rating of at least “B+” in Best’s Key Rating Guide and shall be approved by the United States Department of the Treasury as a surety Company acceptable on Federal Bonds. In addition, the bonding Company shall have been registered with the Office of judicial support and the Office for Recording of Deeds of the **County of Delaware**.

The bonds shall be duly executed by the successful bidder as principal and by the signers of the Agreement of Prepared Surety, or Sureties. If the Owner determines that the Sureties are not acceptable, the bidder shall replace the bond with bonds offered by Sureties, which are acceptable to the Council within ten (10) calendar days of notification by the Council.

50. STEEL PRODUCTS

In accordance with the Pennsylvania Steel Products Procurement Act #1978-3, it is required that if any steel products are to be used or supplied in the performance of the Contract only steel products as defined in said act shall be used or supplied in the performance of the Contract or any sub-contracts thereunder.

Steel products as defined in said act are products made from steel made in the United States by the open hearth, basic oxygen, electric furnace, Bessemer or other steel making process. These steel products include products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more of such operations.

51. MATERIAL SAFETY DATA SHEETS (MSDS)

Material Safety Data Sheets (MSDS) must be submitted for respective products with the Bid proposal, in compliance with the Federal Hazard Communication Standard Act (29 CFR 1910, 1200) and various State Right-to-Know laws.

52. GENERAL NOTES

Contracts shall be awarded to the lowest responsible bidder. In determining “lowest responsible bidder”, in addition to price, the Central Purchasing Department in its pre-award evaluation shall, in consultation with the affected department head, ascertain and consider:

- a. The expertise of the bidder to perform the Contract or provide the service required;

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- b. Whether the bidder can perform the Contract or provide the service promptly, or within the time specified and with adequate supervisory personnel;
- c. The character, integrity, reputation and judgment of the bidder;
- d. The quality of performance on previous contracts and services;
- e. The previous and existing compliance by the bidder with laws and ordinances relating to the Contract or service;
- f. The sufficiency of the financial resources of the bidder to perform the Contract or provide the service;
- g. The ready availability of supplies necessary to discharge performance in a prompt and workmanlike manner;
- h. The ability of the bidder to provide future maintenance and services for the use of the subject Contract;
- i. The number and scope of conditions attached to the bid.

(The acceptance of all bids for contracts is made expressly conditional upon a satisfactory rating from a pre-award investigation conducted by the Central Purchasing Department).

The following will automatically disqualify a low bidder:

- a. Default on the payment of taxes, licenses, or other monies due the County.
- b. Default, breach or repudiation on past contracts which reflect a course of performance deemed deleterious to the County's best interest.

When the award is not given to the lowest bidder, a full and complete statement of the reasons for placing the order elsewhere shall be prepared by the Central Purchasing Department and filed with the other papers relating to the transaction.

No verbal instructions or information will be binding. These specifications will be considered clear and complete unless attention is directed in writing to the Director of Public Works, County of Delaware, Delaware County Government Center, Media, Pennsylvania, to any apparent discrepancies or omissions thereof, before the opening of the Bids. Bidders should act promptly and allow sufficient time for replay to reach them before the submission of their Bids. Should any change in Specifications be required, an Addendum will be issued to all Bidders and receipt by the Bidders of the Form of Addendum must be acknowledged in space provided on Proposal Page.

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Forms of Proposal are provided in these Specifications. This form must be used in submitting Proposal and must be signed by the Bidder.

THE COUNTY OF DELAWARE SPECIAL CONDITIONS

These General Conditions shall apply to the Contract as a whole, and to each and all branches or sub-divisions and contractors for same, should the work be divided. Sub-contractors shall have access to read a copy of these Special Conditions and no Contract or arrangements with them shall be such as to conflict herewith. Any requirements contained in the General Conditions which differ from any requirements contained in these "Special Conditions" shall be superseded by the requirements of these "Special Conditions".

1. ARRANGEMENT OF THE SPECIFICATIONS

- A. The Contractor is advised that the arrangement of the technical sections of the Specifications is furnished for his convenience only. The allocation of items of work between his Sub-contractors is entirely the responsibility of the Contractor.
- B. The Prime Contractors shall have a project foreman on-site whenever a Sub-contractor of the Prime Contractor is on-site to perform work. Sub-contractors shall submit all Owner related items to project foreman including operational and facility inquiries, building / room access. Scheduling conflicts and site coordination requests. It is the sole responsibility of the Prime Contractors to engage with Owner and Architect, or their designated representatives to satisfy the Sub-contractors request.
- C. Materials and installation shall comply with the appropriate technical section of this specification unless otherwise indicated.

2. SAFETY DURING CONSTRUCTION

- A. The Contractor shall enforce suitable rules and provide the required guards and protective devices for the safe prosecution of the work and for the safety and health of the men employed in it and the public in general, both inside and outside the limit of Contract. The contractors are responsible for compliance with the Federal Occupational Safety and Health Act of 1970.
- B. The Prime Contractor and all Sub-contractors shall immediately report all accidents, injuries, or health hazards to the Owner and Architect, or their designated representatives, in writing.
- C. It shall be the single and sole responsibility of the Contractor to ensure

that his activities comply with all applicable safety requirements, including, but not limited to local, state and federal regulations. Neither the Architect nor the Owner shall owe any duty under this Contract or otherwise to the Contractor or its agents, employees or guests to inspect the work or otherwise ensure compliance by the Contractor with applicable safety requirements. No increases in the Contract price or extensions in the Contract time of completion shall be given by the Owner as the consequence of the Contractor's failure to so comply.

3. STANDARD OF QUALITY

See General Condition, Paragraph 17.

4. SUBSTITUTIONS OF MATERIAL

Bidders wishing to obtain acceptance on items other than those specified by name shall submit their request to the Architect not less than ten (10) days before the bid opening, provided that such request is in accordance with the terms of conditions of the Contract Documents.

Acceptance by the Architect will be in the form of an addendum to the Specifications issued to all prospective bidders indicating that the additional brand or brands are approved as equal to those specified so far as the requirements of the project are concerned. If the bidders do not elect to obtain prior approval during the time so specified, they have thereby evidenced their intention and are bound to provide all those articles and brand names stated in the Specifications.

5. CASH ALLOWANCES

In accordance with the Commonwealth of Pennsylvania Laws and Regulations, no cash allowances are included in the Project Manual and Contracts.

The Drawings and / or Specifications indicate the standard of quality and the finite quantity of materials and work, specialties, and items of work required, where such quantities can be determined prior to commencement of the work.

In those instances where it is known that quantities required may exceed those specified, as the result of conditions impossible to anticipate, the Contractor shall state in his Proposal the unit price for such additional work, but no cash allowance for such additional quantity will be permitted.

6. DAMAGE TO PROPERTY

See General Conditions, Paragraph 31.

7. CLEAN-UP

The Contractor shall be responsible for daily cleaning up of the area of work. He shall remove all refuse of any kind regardless as to who may have left it. No rubbish shall be burned at the site. The Contractor shall also be responsible for keeping all property outside of the immediate work areas and material storage areas clean and free from all equipment, materials, and debris. If any condition in violation of this requirement persists more than twenty-four (24) hours after notification by the Owner or Architect, the Owner shall have the right to abate the condition (without notice to the Contractor responsible) and charge the cost of abatement to the responsible Contractor.

8. DRAWINGS AND SPECIFICATIONS FURNISHED TO CONTRACTORS

Following the execution of their respective Contracts, Contractors shall be entitled to receive from the Architect, without charge, sets of Contract Drawings and Specifications as follows:

A. Prime Contractors – 3 sets

Should a Contractor require a greater number of copies of Drawings and Specifications than above provided, he shall arrange to obtain them from the Architect and pay the cost involved.

9. WARRANTY

Supplementing any specific guarantee or warranties provided for in any other provision of this Contract for the work to be performed hereunder; each Contractor covenants and agrees to remedy without cost to the Owner, any defect which may develop one (1) year from the date of completion and acceptance of the work performed under this Contract, or damage which may be caused by such defects, provided such defects, in the judgment of the Owner, are caused by inferior materials and workmanship.

10. OPERATIONS AND STORAGE AREAS

All operations of the Contractor (including storage of materials) shall be confined to areas authorized or approved by the Owner. No unauthorized or unwarranted entry upon, passage through, or storage or disposal of material shall be made upon area not so authorized or approved. The Contractor

responsible shall be liable for any and all damage caused by him to such area.

11. SCAFFOLDS, LADDERS, RUNS, AND HOISTS

The Contractor shall construct and maintain such temporary scaffolds, ladders, runs, hoists, centering, shoring, and other facilities as required to construct the work under his contract.

12. TIME FOR COMMENCEMENT AND COMPLETION

See General Conditions, Paragraph 34.

13. CODES AND PERMITS

See General Conditions, Paragraphs 26 and 27.

14. GENERAL SCOPE OF WORK

See General Conditions, Paragraph 4.

15. INDEMNIFICATION AGAINST SUITS

The Contractor shall indemnify and save harmless the Owner, the Board, its members and officers, the Architect, his assistants, and all others who may act for the Board or the Owner from all suits and actions of every kind, nature, and description brought by anyone whatsoever against them or any of them in any manner connected with the contract here proposed or the work thereunder; provided that nothing herein stated shall be construed to preclude the Contractor from maintaining an action at law for money which may be due to him under the Contract.

16. COMPETENT WORKMEN – RATES OF WAGES

No person shall be employed to do work under such Contract except competent and first-class workmen and mechanics. No workmen shall be regarded as competent and first-class, within the meaning of this clause, except those who are fully skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' work as shall be the established and current rate of wages paid for such hours by employers or organized labor in doing of similar work in the general geographical location of the project.

17. LINES, LEVELS, ETC.

The Contractor shall, at his own expense, procure datum information, grades, elevations, verify existing construction, etc., at the site, before starting work, otherwise any cost of correction shall be entirely at the contractor's expense.

18. REGULATIONS FOR PENNSYLVANIA PREVAILING WAGE ACT

- A. The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary which must be paid to the workmen employed in the performance of the contracts.

The Contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (No. 442), as amended August 9, 1963 (No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said wages.

- B. The contract provisions shall apply to all work performed on the Contract by the Contractor and to all work performed on the Contract by the Sub-contractors.
- C. The Contractor shall insert in each of the Sub-contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
- D. The Contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedures set forth in Section 7 of these Regulations shall be followed.
- E. The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any contractor, sub-contractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or these Regulations shall prohibit the payment of more than the

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general prevailing minimum wage rates as determined by the Secretary to any workmen on public work.

F. The Contract shall provide that the Contractor and each Sub-contractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

1. Name of Project.
2. Name of public body for which it is being constructed.
3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
4. The general prevailing minimum wage rates determination for each craft and classification and the effective date of any changes.
5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the Contractor and / or Sub-contractor are not complying with the Act or these Regulations in any manner whatsoever they may file a protest in writing with the Secretary of Labor and Industry within three months of the date of the occurrence, objecting to the payment by any contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project.

Any workman paid less than the rate specified in the Contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six months from the occurrence of the event creating such right.

G. The Contract shall provide that the Contractor and all Sub-contractors shall keep an accurate record showing the name, craft, and / or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours

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- to the inspection of the public body awarding the contract and to the Secretary of his duly authorized representatives.
- H. The Contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeyman in that particular craft and / or classification.
- I. Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.
- J. Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.
- K. The Contract shall also provide that each contractor and each sub-contractor shall file a statement each week and a final statement at the conclusion of the work on the Contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the Contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.
- L. The provisions of the Act and the Regulations are hereby incorporated by reference in the Contract.

19. LIQUIDATED DAMAGES

- A. The Owner will suffer damages if the construction contract(s) is not complete as set forth in the Proposal Form(s).
- B. The Contractor and Contractor's surety company shall be liable for and shall pay to the Owner the sum of \$500.00 per day as Liquidated Damages for each calendar day of delay until the construction contract is complete.

20. PROJECT SCHEDULE

- A. Provide Project Schedule in accordance with other Sections of these Specifications.
- B. Include within the Project Schedule the related work activities of all trades by task / event with completion time frame, allowable slippage and critical start and finish dates. Incorporate milestones for Owner responsibilities.
- C. Acceptable formats for presentation of Project Schedule include:
 - 1. Simplified overlapping and coordinated bar charts with a timeline and activity dates and duration.
 - 2. A network schedule using the critical path method (cpm) of plotting nodes (events) and connecting arrows (activities).
- D. Update the Project Schedule as required to accommodate field and project conditions. Issue an updated Project Schedule to the Owner for review and approval every Three (3) weeks or as required to inform the Owner of deviations and revisions.
- E. The project shall be complete and operational in the time frame specified in Section B, Instructions to Bidders, Time for Completing Work. The time for completing work stated in Instructions to Bidders, Time for Completing Work shall be considered the contract limit as defined in the Proposal Form in section C. It is understood that the County may, on its own decision or initiate, extend the completion date by giving notice to all parties to this contract of its intention to extend. The County shall not be liable for any expenses, damages, loss of profits, anticipated or otherwise for extending this contract.

21. APPRENTICESHIP TRAINING

- A. A bidder and all sub-contractors they may eventually employ on this Project shall each be a participant in a state or federally approved Apprenticeship Training Program. Each bidder shall submit with his / her proposal a complete description of the Apprenticeship Training Program in which the bidder participates. The bidder shall also provide with his / her bid a written statement that if awarded a contract, the bidder will employ apprentices enrolled in a state or federally approved Apprenticeships Training Program under the direction of experienced supervisors.
- B. If requested by the Owner, the bidder shall submit within three (3) days of the date of the request, the name, address, and telephone number of the state and federal agency which certifies the bidder's Apprentice / Training Program and the bidders identification number (if any) that would enable the Owner's representative to verify the information provided by the bidder.
- C. Failure of a bidder to provide information as required under this paragraph shall be cause for disqualification of the bidder's proposal.

22. AFFIRMATIVE ACTION PROGRAM

- A. Each bidder shall have a formal documented Affirmative Action Program and must provide with his / her proposal a written statement describing the exact nature, scope and history of their Affirmative Action Program in the interest of extending work opportunities to qualified minority workers.
- B. Failure of a bidder to provide information as required under this paragraph shall be cause for disqualification of the bidder's proposal.

23. SUB-CONTRACTOR ON SITE

Prime Contractors shall have a project foreman on-site whenever a Sub-contractor of such Prime Contractor is on-site to perform work. Sub-contractors shall submit all Owner related items to project foreman including operational and facility inquiries, building / room access, scheduling conflicts and site coordination requests. It is the sole responsibility of the Prime Contractors to engage with Owner and Architect, or their designated representatives to satisfy the Sub-contractor's request.

24. CRIMINAL BACKGROUND CHECK POLICY

The County will require all construction workmen working at the Facility to undergo a criminal background check. See Employee Background Requirements listed in Appendix B.

STANDARD TECHNICAL SPECIFICATIONS

Due to the limited size of this project, all required specifications are self-contained on the drawings.

All construction is to be provided in a complete and workman like manner, in accordance with industry standards.

All construction is to follow:

2018	IBC Code
2009	ANSI A117 for Accessibility
2018	Plumbing Code
2018	Mechanical Code
2017	National Electric Code

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

The Contactor agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the contract or any sub-contract, the Contractor, each sub-contractor, or any person acting on behalf of the Contractor or sub-contractor, shall not, discriminate in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws against any citizen, who is qualified and available to perform the work to which the employment relates.
2. Neither the Contractor nor any sub-contractor nor any person on their behalf shall in any manner discriminate in violation of the PHRA and applicable federal laws against or intimidate any employee involved in the manufacture of supplies, the performance or work, or any other activity required under the contract.
3. The Contractor and each sub-contractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well- lighted places customarily frequented by employees at or near where the contract services are performed shall satisfy this requirement.
4. The Contractor and each sub-contractor shall not discriminate in violation of PHRA and applicable federal laws against any sub-contractor or supplier who is qualified to perform the work to which the contract relates.
5. The Contractor and each sub-contractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state and local laws and regulations relating to nondiscrimination and sexual harassment. The Contractor and each sub-contractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to Title VII of the Civil Rights Act of 1964, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier sub-contracts and have 50 or more employees. The Contractor and each sub-contractor shall, upon request and within the time periods requested by the County of Delaware, furnish all necessary employment documents and records, including EEO-1 reports and permit access to their books, records and accounts by the contracting agency and the Bureau of

Section T
Nondiscrimination/Sexual Harassment Clause

Small Business Opportunities (BSBO), for purpose of ascertaining compliance with provisions of the Nondiscrimination/Sexual Harassment Clause.

6. The Contractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every sub-contract so those provisions applicable to sub-contractors will be binding upon each sub-contractor.
7. The Contractor's and each sub-contractor's obligation pursuant to these provisions are ongoing from and after the effective date of the contract through termination date thereof. Accordingly, the Contractor and each sub-contractor shall have an obligation to inform the County of Delaware if, at any time during the term of the Contract, it becomes aware of any actions or occurrences that would result in violation of these provisions.
8. The County of Delaware may cancel or terminate the Contract and all money due or to become due under the Contract may be forfeited for a violation of the terms and conditions of the Nondiscrimination/Sexual Harassment Clause.

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

Project Name:	Delaware County HR Office Suite Improvements
Awarding Agency:	Delaware County
Contract Award Date:	4/5/2024
Serial Number:	24-00694
Project Classification:	Building
Determination Date:	1/24/2024
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Delaware County

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

Project: 24-00694 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/1/2023		\$57.84	\$43.36	\$101.20
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayer	5/1/2023		\$47.50	\$31.42	\$78.92
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		\$50.57	\$29.02	\$79.59
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		\$52.58	\$29.02	\$81.60
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$54.59	\$29.02	\$83.61
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		\$43.97	\$29.02	\$72.99
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		\$45.72	\$29.02	\$74.74
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$47.47	\$29.02	\$76.49
Carpenter - Rodman (Surveying & Layout)	5/1/2023		\$21.99	\$20.62	\$42.61
Carpenter - Rodman (Surveying & Layout)	5/1/2024		\$22.86	\$20.62	\$43.48
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$23.74	\$20.62	\$44.36
Carpenters	5/1/2023		\$43.97	\$29.02	\$72.99
Carpenters	5/1/2024		\$45.72	\$29.02	\$74.74
Carpenters	5/1/2025		\$47.47	\$29.02	\$76.49
Cement Finishers & Plasterers	5/1/2022		\$38.57	\$32.39	\$70.96
Cement Masons	5/1/2023		\$44.20	\$32.96	\$77.16
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		\$58.41	\$41.74	\$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2023		\$38.77	\$31.12	\$69.89
Electricians	5/30/2022		\$47.64	\$35.14	\$82.78
Electricians	5/29/2023		\$49.24	\$36.04	\$85.28
Electricians	6/3/2024		\$50.17	\$38.86	\$89.03
Electricians	6/2/2025		\$52.71	\$40.07	\$92.78
Electricians	6/1/2026		\$55.25	\$41.28	\$96.53
Elevator Constructor	1/1/2023		\$66.21	\$43.64	\$109.85
Elevator Constructor	1/1/2024		\$68.97	\$44.70	\$113.67
Floor Coverer	5/1/2023		\$50.12	\$29.21	\$79.33
Floor Coverer	5/1/2024		\$52.19	\$29.21	\$81.40
Glazier	5/1/2023		\$46.68	\$36.62	\$83.30
Interior Finish	5/1/2023		\$34.60	\$25.80	\$60.40
Iron Workers (Bridge, Structural, Ornamental, Precast)	1/1/2023		\$50.70	\$39.51	\$90.21

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

Project: 24-00694 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Riggers)	7/1/2023		\$42.53	\$34.14	\$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		\$45.70	\$34.77	\$80.47
Laborers (Class 01 - See notes)	5/1/2022		\$33.35	\$25.65	\$59.00
Laborers (Class 01 - See notes)	5/1/2023		\$34.60	\$25.80	\$60.40
Laborers (Class 02 - See notes)	5/1/2022		\$36.70	\$27.00	\$63.70
Laborers (Class 02 - See notes)	5/1/2023		\$37.95	\$27.30	\$65.25
Laborers (Class 03 - See notes)	5/1/2022		\$33.77	\$25.83	\$59.60
Laborers (Class 03 - See notes)	5/1/2023		\$35.02	\$25.98	\$61.00
Laborers (Class 04 - See notes)	5/1/2022		\$33.77	\$25.83	\$59.60
Laborers (Class 04 - See notes)	5/1/2023		\$35.02	\$25.98	\$61.00
Laborers (Class 05 - See notes)	5/1/2022		\$33.35	\$25.65	\$59.00
Laborers (Class 05 - See notes)	5/1/2023		\$34.60	\$25.50	\$60.10
Landscape Laborer	5/1/2023		\$29.45	\$23.98	\$53.43
Marble Finisher	5/1/2022		\$38.27	\$29.15	\$67.42
Marble Finisher	5/1/2023		\$39.52	\$29.30	\$68.82
Marble Mason	5/1/2022		\$45.90	\$31.20	\$77.10
Marble Mason	5/1/2023		\$47.20	\$31.95	\$79.15
Mason Tender, Cement	5/1/2023		\$35.02	\$25.98	\$61.00
Millwright	5/1/2023		\$51.60	\$35.81	\$87.41
Millwright	5/1/2024		\$54.67	\$35.81	\$90.48
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators (Building, Class 01 - See Notes)	5/1/2023		\$52.20	\$32.81	\$85.01
Operators (Building, Class 01A - See Notes)	5/1/2023		\$55.20	\$33.70	\$88.90
Operators (Building, Class 02 - See Notes)	5/1/2023		\$51.95	\$32.74	\$84.69
Operators (Building, Class 02A - See Notes)	5/1/2023		\$54.97	\$33.61	\$88.58
Operators (Building, Class 03 - See Notes)	5/1/2023		\$47.87	\$31.53	\$79.40
Operators (Building, Class 04 - See Notes)	5/1/2023		\$47.57	\$31.44	\$79.01
Operators (Building, Class 05 - See Notes)	5/1/2023		\$45.85	\$30.93	\$76.78
Operators (Building, Class 06 - See Notes)	5/1/2023		\$44.85	\$30.65	\$75.50
Operators (Building, Class 07A- See Notes)	5/1/2023		\$63.33	\$37.68	\$101.01
Operators (Building, Class 07B- See Notes)	5/1/2023		\$63.04	\$37.59	\$100.63
Painters Class 1 (see notes)	5/1/2023		\$42.32	\$32.91	\$75.23
Painters Class 4 (see notes)	5/1/2023		\$44.41	\$32.91	\$77.32
Plasterers	5/1/2023		\$39.32	\$32.64	\$71.96
plumber	5/1/2023		\$64.73	\$37.61	\$102.34
Pointers, Caulkers, Cleaners	5/1/2022		\$47.64	\$30.06	\$77.70
Pointers, Caulkers, Cleaners	5/1/2023		\$48.80	\$30.70	\$79.50
Roofers (Composition)	5/1/2022		\$41.48	\$33.87	\$75.35
Roofers (Shingle)	5/1/2021		\$30.50	\$21.55	\$52.05
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Slate & Tile)	5/1/2021		\$33.50	\$21.55	\$55.05
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Sheet Metal Workers	5/1/2022		\$55.75	\$47.28	\$103.03

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

Project: 24-00694 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sheet Metal Workers	5/1/2023		\$57.31	\$48.97	\$106.28
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sprinklerfitters	1/1/2023		\$62.23	\$31.99	\$94.22
Steamfitters	5/1/2023		\$67.37	\$41.99	\$109.36
Stone Masons	5/1/2022		\$45.90	\$31.20	\$77.10
Stone Masons	5/1/2023		\$47.20	\$31.95	\$79.15
Terrazzo Finisher	5/1/2022		\$42.44	\$27.71	\$70.15
Terrazzo Finisher	5/1/2023		\$43.75	\$27.86	\$71.61
Terrazzo Grinder	5/1/2022		\$42.71	\$27.71	\$70.42
Terrazzo Grinder	5/1/2023		\$44.02	\$27.86	\$71.88
Terrazzo Mechanics	5/1/2022		\$48.81	\$29.46	\$78.27
Terrazzo Mechanics	5/1/2023		\$50.26	\$29.56	\$79.82
Tile Finisher	5/1/2022		\$38.27	\$29.15	\$67.42
Tile Finisher	5/1/2023		\$39.52	\$29.30	\$68.82
Tile Setter	5/1/2022		\$48.81	\$29.46	\$78.27
Tile Setter	5/1/2023		\$50.26	\$29.56	\$79.82
Truckdriver class 1(see notes)	5/1/2022		\$35.60	\$20.74	\$56.34
Truckdriver class 1(see notes)	5/1/2023		\$36.29	\$21.55	\$57.84
Truckdriver class 2 (see notes)	5/1/2022		\$35.70	\$20.74	\$56.44
Truckdriver class 2 (see notes)	5/1/2023		\$36.39	\$21.55	\$57.94
Truckdriver class 3 (see notes)	5/1/2022		\$35.95	\$20.74	\$56.69
Truckdriver class 3 (see notes)	5/1/2023		\$36.64	\$21.55	\$58.19
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 24-00694 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2023		\$63.24	\$29.06	\$92.30
Carpenter - Chief of Party (Surveying & Layout)	5/1/2024		\$65.19	\$29.06	\$94.25
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		\$67.15	\$29.06	\$96.21
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		\$69.10	\$29.06	\$98.16
Carpenter - Instrument Person (Surveying & Layout)	5/1/2023		\$54.99	\$29.06	\$84.05
Carpenter - Instrument Person (Surveying & Layout)	5/1/2024		\$56.69	\$29.06	\$85.75
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		\$58.39	\$29.06	\$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		\$60.09	\$29.06	\$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2023		\$43.99	\$22.41	\$66.40
Carpenter - Rodman (Surveying & Layout)	5/1/2024		\$45.35	\$22.41	\$67.76
Carpenter - Rodman (Surveying & Layout)	5/1/2025		\$46.71	\$22.41	\$69.12
Carpenter - Rodman (Surveying & Layout)	5/1/2026		\$48.07	\$22.41	\$70.48
Carpenter	5/1/2023		\$54.99	\$29.06	\$84.05
Carpenter	5/1/2024		\$56.69	\$29.06	\$85.75
Carpenter	5/1/2025		\$58.49	\$29.06	\$87.55
Carpenter	5/1/2026		\$60.19	\$29.06	\$89.25
Cement Masons	5/1/2023		\$43.20	\$32.91	\$76.11
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		\$58.41	\$41.74	\$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Electric Lineman	5/30/2022		\$59.17	\$31.48	\$90.65
Electric Lineman	5/29/2023		\$60.48	\$32.77	\$93.25
Electric Lineman	6/3/2024		\$62.07	\$33.96	\$96.03
Iron Workers (Bridge, Structural, Ornamental, Precast)	1/1/2023		\$50.70	\$39.51	\$90.21
Iron Workers (Riggers)	7/1/2023		\$42.53	\$34.14	\$76.67
Iron Workers (Rodman/Reinforcing)	7/1/2023		\$45.70	\$34.77	\$80.47
Laborers (Class 01 - See notes)	5/1/2022		\$36.30	\$27.20	\$63.50
Laborers (Class 01 - See notes)	5/1/2023		\$37.55	\$27.45	\$65.00
Laborers (Class 02 - See notes)	5/1/2022		\$36.50	\$27.20	\$63.70
Laborers (Class 02 - See notes)	5/1/2023		\$37.75	\$27.45	\$65.20
Laborers (Class 03 - See notes)	5/1/2022		\$36.50	\$27.20	\$63.70
Laborers (Class 03 - See notes)	5/1/2023		\$37.75	\$27.45	\$65.20
Laborers (Class 04 - See notes)	5/1/2022		\$31.10	\$27.20	\$58.30
Laborers (Class 04 - See notes)	5/1/2023		\$32.35	\$27.45	\$59.80
Laborers (Class 05 - See notes)	5/1/2022		\$37.15	\$27.20	\$64.35

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

Project: 24-00694 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 05 - See notes)	5/1/2023		\$38.40	\$27.45	\$65.85
Laborers (Class 06 - See notes)	5/1/2022		\$37.20	\$27.20	\$64.40
Laborers (Class 06 - See notes)	5/1/2023		\$38.40	\$27.45	\$65.85
Laborers (Class 07 - See notes)	5/1/2022		\$37.05	\$27.20	\$64.25
Laborers (Class 07 - See notes)	5/1/2023		\$38.30	\$27.45	\$65.75
Laborers (Class 08 - See notes)	5/1/2022		\$36.80	\$27.20	\$64.00
Laborers (Class 08 - See notes)	5/1/2023		\$38.05	\$27.45	\$65.50
Laborers (Class 09 - See notes)	5/1/2022		\$36.65	\$27.20	\$63.85
Laborers (Class 09 - See notes)	5/1/2023		\$37.90	\$27.45	\$65.35
Laborers (Class 10- See notes)	5/1/2022		\$36.80	\$27.20	\$64.00
Laborers (Class 10- See notes)	5/1/2023		\$38.05	\$27.45	\$65.50
Laborers (Class 11 -See Notes)	5/1/2022		\$36.70	\$27.20	\$63.90
Laborers (Class 11 -See Notes)	5/1/2023		\$37.95	\$27.45	\$65.40
Laborers (Class 12 -See Notes)	5/1/2022		\$38.40	\$27.20	\$65.60
Laborers (Class 12 -See Notes)	5/1/2023		\$39.65	\$27.45	\$67.10
Laborers (Class 13 -See Notes)	5/1/2022		\$40.43	\$27.20	\$67.63
Laborers (Class 13 -See Notes)	5/1/2023		\$41.65	\$27.45	\$69.10
Laborers (Class 14 -See Notes)	5/1/2022		\$36.55	\$27.20	\$63.75
Laborers (Class 14 -See Notes)	5/1/2023		\$38.25	\$27.45	\$65.70
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2022		\$30.17	\$19.18	\$49.35
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2023		\$31.42	\$19.43	\$50.85
Laborers Utility (PGW ONLY)	5/1/2022		\$37.20	\$19.18	\$56.38
Laborers Utility (PGW ONLY)	5/1/2023		\$38.45	\$19.43	\$57.88
Landscape Laborer	5/1/2022		\$27.73	\$23.65	\$51.38
Landscape Laborer	5/1/2023		\$29.03	\$23.80	\$52.83
Millwright	5/1/2023		\$51.60	\$35.81	\$87.41
Millwright	5/1/2024		\$54.67	\$35.81	\$90.48
Millwright	5/1/2025		\$57.39	\$35.81	\$93.20
Millwright	5/1/2026		\$60.20	\$35.81	\$96.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2023		\$52.20	\$32.81	\$85.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2024		\$53.36	\$33.65	\$87.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.52	\$34.49	\$89.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.67	\$35.34	\$91.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2023		\$55.20	\$33.70	\$88.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2024		\$56.37	\$34.53	\$90.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.52	\$35.38	\$92.90
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.68	\$36.22	\$94.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2023		\$51.95	\$32.74	\$84.69

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

Project: 24-00694 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2024		\$53.11	\$33.58	\$86.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2025		\$54.27	\$34.42	\$88.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2026		\$55.43	\$35.26	\$90.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2023		\$54.97	\$33.61	\$88.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2024		\$56.13	\$34.45	\$90.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2025		\$57.29	\$35.29	\$92.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2026		\$58.44	\$36.14	\$94.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2023		\$47.87	\$31.53	\$79.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2024		\$49.03	\$32.37	\$81.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2025		\$50.18	\$33.22	\$83.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.34	\$34.06	\$85.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2023		\$47.57	\$31.44	\$79.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2024		\$48.73	\$32.28	\$81.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2025		\$49.88	\$33.13	\$83.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		\$51.04	\$33.97	\$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2023		\$45.85	\$30.93	\$76.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2024		\$47.00	\$31.78	\$78.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		\$48.16	\$32.62	\$80.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2026		\$49.32	\$33.46	\$82.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2023		\$44.85	\$30.65	\$75.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2024		\$46.02	\$31.48	\$77.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2025		\$47.17	\$32.33	\$79.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2026		\$48.34	\$33.16	\$81.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2023		\$63.33	\$37.68	\$101.01
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2024		\$64.80	\$38.61	\$103.41
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2025		\$66.26	\$39.55	\$105.81
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.73	\$40.48	\$108.21

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

Project: 24-00694 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2023		\$63.04	\$37.59	\$100.63
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2024		\$64.50	\$38.53	\$103.03
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2025		\$65.97	\$39.46	\$105.43
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2026		\$67.44	\$40.39	\$107.83
Painters Class 2 (see notes)	2/1/2023		\$48.82	\$32.09	\$80.91
Painters Class 2 (see notes)	2/1/2024		\$49.57	\$33.34	\$82.91
Painters Class 3 (see notes)	2/1/2023		\$59.78	\$32.13	\$91.91
Painters Class 3 (see notes)	2/1/2024		\$60.53	\$33.38	\$93.91
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$61.34	\$40.28	\$101.62
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2023		\$64.00	\$41.68	\$105.68
Truckdriver class 1(see notes)	5/1/2022		\$35.45	\$20.74	\$56.19
Truckdriver class 1(see notes)	5/1/2023		\$36.14	\$21.55	\$57.69
Truckdriver class 2 (see notes)	5/1/2022		\$35.55	\$20.74	\$56.29
Truckdriver class 2 (see notes)	5/1/2023		\$36.24	\$21.55	\$57.79
Truckdriver class 3 (see notes)	5/1/2022		\$35.80	\$20.74	\$56.54
Truckdriver class 3 (see notes)	5/1/2023		\$36.49	\$21.55	\$58.04

AIA[®] Document A305[™] – 1986

Contractor's Qualification Statement

The Undersigned certifies under oath that the information provided herein is true and sufficiently complete so as not to be misleading.

SUBMITTED TO:

ADDRESS:

SUBMITTED BY:

NAME:

ADDRESS:

PRINCIPAL OFFICE:

Corporation

Partnership

Individual

Joint Venture

Other

NAME OF PROJECT: *(if applicable)* Template

TYPE OF WORK: *(file separate form for each Classification of Work)*

General Construction

HVAC

Electrical

Plumbing

Other: *(Specify)*

§ 1 ORGANIZATION

§ 1.1 How many years has your organization been in business as a Contractor?

§ 1.2 How many years has your organization been in business under its present business name?

§ 1.2.1 Under what other or former names has your organization operated?

§ 1.3 If your organization is a corporation, answer the following:

§ 1.3.1 Date of incorporation:

§ 1.3.2 State of incorporation:

§ 1.3.3 President's name:

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. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

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

This form is approved and recommended by the American Institute of Architects (AIA) and The Associated General Contractors of America (AGC) for use in evaluating the qualifications of contractors. No endorsement of the submitting party or verification of the information is made by AIA or AGC.

§ 1.3.4 Vice-president's name(s)

§ 1.3.5 Secretary's name:

§ 1.3.6 Treasurer's name:

§ 1.4 If your organization is a partnership, answer the following:

§ 1.4.1 Date of organization:

§ 1.4.2 Type of partnership (if applicable):

§ 1.4.3 Name(s) of general partner(s)

§ 1.5 If your organization is individually owned, answer the following:

§ 1.5.1 Date of organization:

§ 1.5.2 Name of owner:

§ 1.6 If the form of your organization is other than those listed above, describe it and name the principals:

§ 2 LICENSING

§ 2.1 List jurisdictions and trade categories in which your organization is legally qualified to do business, and indicate registration or license numbers, if applicable.

§ 2.2 List jurisdictions in which your organization's partnership or trade name is filed.

§ 3 EXPERIENCE

§ 3.1 List the categories of work that your organization normally performs with its own forces.

§ 3.2 Claims and Suits. (If the answer to any of the questions below is yes, please attach details.)

§ 3.2.1 Has your organization ever failed to complete any work awarded to it?

§ 3.2.2 Are there any judgments, claims, arbitration proceedings or suits pending or outstanding against your organization or its officers?

§ 3.2.3 Has your organization filed any law suits or requested arbitration with regard to construction contracts within the last five years?

§ 3.3 Within the last five years, has any officer or principal of your organization ever been an officer or principal of another organization when it failed to complete a construction contract? (If the answer is yes, please attach details.)

§ 3.4 On a separate sheet, list major construction projects your organization has in progress, giving the name of project, owner, architect, contract amount, percent complete and scheduled completion date.

§ 3.4.1 State total worth of work in progress and under contract:

§ 3.5 On a separate sheet, list the major projects your organization has completed in the past five years, giving the name of project, owner, architect, contract amount, date of completion and percentage of the cost of the work performed with your own forces.

§ 3.5.1 State average annual amount of construction work performed during the past five years:

§ 3.6 On a separate sheet, list the construction experience and present commitments of the key individuals of your organization.

§ 4 REFERENCES

§ 4.1 Trade References:

§ 4.2 Bank References:

§ 4.3 Surety:

§ 4.3.1 Name of bonding company:

§ 4.3.2 Name and address of agent:

§ 5 FINANCING

§ 5.1 Financial Statement.

§ 5.1.1 Attach a financial statement, preferably audited, including your organization's latest balance sheet and income statement showing the following items:

Current Assets (e.g., cash, joint venture accounts, accounts receivable, notes receivable, accrued income, deposits, materials inventory and prepaid expenses);

Net Fixed Assets;

Other Assets;

Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accrued payroll taxes);

Other Liabilities (e.g., capital, capital stock, authorized and outstanding shares par values, earned surplus and retained earnings).

§ 5.1.2 Name and address of firm preparing attached financial statement, and date thereof:

§ 5.1.3 Is the attached financial statement for the identical organization named on page one?

§ 5.1.4 If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).

§ 5.2 Will the organization whose financial statement is attached act as guarantor of the contract for construction?

§ 6 SIGNATURE

§ 6.1 Dated at this day of

Name of Organization:

By:

Title:

§ 6.2

M being duly sworn deposes and says that the information provided herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this day of

Notary Public:

My Commission Expires:

Additions and Deletions Report for **AIA[®] Document A305[™] – 1986**

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 10:39:17 on 10/16/2013.

PAGE 1

NAME OF PROJECT: *(if applicable)* Template

Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, _____, hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 10:39:17 on 10/16/2013 under Order No. 2365504816_1 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A305™ – 1986, Contractor's Qualification Statement, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

(Title)

(Dated)

APPLICATION AND CERTIFICATE FOR PAYMENT CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G702/CMa (Instructions on reverse side)

PAGE ONE OF PAGES

TO OWNER:

PROJECT:

APPLICATION NO.:

Distribution to:

PERIOD TO:

OWNER

PROJECT NOS.:

CONSTRUCTION
MANAGER

FROM CONTRACTOR:

CONTRACT DATE:

ARCHITECT

CONTRACTOR

CONTRACT FOR:

VIA CONSTRUCTION MANAGER:

VIA ARCHITECT:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. **ORIGINAL CONTRACT SUM** \$ _____
2. **Net Change By Change Orders** \$ _____
3. **CONTRACT SUM TO DATE** (Line 1 ± 2) \$ _____
4. **TOTAL COMPLETED & STORED TO DATE** \$ _____
(Column G on G702)
5. **RETAINAGE:**
 - a. _____% of Completed Work \$ _____
(Columns D + E on G703)
 - b. _____% of Stored Material \$ _____
(Column F on G703)

Total Retainage (Line 5a + 5b or
Total in Column I of G703) \$ _____
6. **TOTAL EARNED LESS RETAINAGE** \$ _____
(Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
(Line 6 from prior Certificate) \$ _____
8. **CURRENT PAYMENT DUE** \$
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
(Line 3 less Line 6) \$ _____

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month		
TOTALS		
NET CHANGES by Change Order		

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: _____ Date: _____

State of:

County of:

Subscribed and sworn to before
me this _____ day of _____

Notary Public:

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and Architect certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED \$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By: _____ Date: _____

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.



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MAY BE OBTAINED AT <http://www.aia.org/contractdocs/index.htm>

INSTRUCTION SHEET

FOR AIA DOCUMENT G702/CMa, APPLICATION AND CERTIFICATE FOR PAYMENT
CONSTRUCTION MANAGER-ADVISER EDITION

A. GENERAL INFORMATION

AIA Document G702/CMa, Application and Certificate for Payment, Construction Manager-Adviser Edition, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed to be used on a Project where a Construction Manager is employed as an adviser to the Owner, but not as a constructor, and where multiple Contractors have direct Agreements with the Owner. Procedures for their use are covered in AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition, 1992 Edition.

B. COMPLETING THE G702/CMa FORM:

After the Contractor has completed AIA Document G703, Continuation Sheet, summary information should be transferred to AIA Document G702/CMa, Application and Certificate for Payment, Construction Manager-Adviser Edition.

The Contractor should sign G702/CMa, have it notarized and submit it, together with G703, to the Construction Manager and Architect.

The Construction Manager and Architect should review G702/CMa and G703 and, if they are acceptable, complete the Certificate for Payment on G702/CMa. The Construction Manager and Architect may certify a different amount than that applied for, pursuant to Paragraphs 9.5 and 9.6 of A201/CMa. They should then initial all figures on G702/CMa and G703 that have been changed to conform to the amount certified and attach an explanation. The completed G702/CMa and G703 should be forwarded to the Owner.

C. COMPLETING THE G703 FORM:

Heading: This information should be completed to be consistent with similar information on AIA Document G702/CMa, Application and Certificate for Payment, Construction Manager-Adviser Edition.

Columns A, B & C: These columns should be completed by identifying the various portions of the Project and their scheduled value consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D: Enter in this column the amount of completed work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E: Enter here the value of Work completed at the time of this application, including the value of materials incorporated into the project which were listed on the previous application under Materials Presently Stored (column F).

Column F: Enter here the value of Materials Presently Stored for which payment is sought. The total of the column *must* be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed--This Period).

Column G: Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H: Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I: This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders: Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702/CMa form.

Construction Change Directives: Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Paragraph 7.3 in A201/CMa.

D. MAKING PAYMENT

The Owner should make payment directly to the Contractor based on the amount certified by the Construction Manager and Architect on AIA Document G702/CMa, Application and Certificate for Payment, Construction Manager-Adviser Edition. The completed form contains the name and address of the Contractor. Payment should not be made to any other party unless specifically indicated on G702/CMa.

CONTINUATION SHEET

AIA DOCUMENT G703 (Instructions on reverse side)

PAGE OF PAGES

AIA Document G702, APPLICATION AND CERTIFICATE FOR PAYMENT, containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO.:

APPLICATION DATE:

PERIOD TO:

ARCHITECT'S PROJECT NO.:

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE) RATE
			D FROM PREVIOUS APPLICATION (D + E)	E THIS PERIOD		% (G ÷ C)			

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INSTRUCTION SHEET

FOR AIA DOCUMENT G703

A. GENERAL INFORMATION

1. Purpose and Related Documents

AIA Document G702, Application and Certificate for Payment, is to be used in conjunction with AIA Document G703, Continuation Sheet. These documents are designed for use on Projects where the Contractor has a direct Agreement with the Owner. Procedures for their use are covered in AIA Document A201, General Conditions of the Contract for Construction, 1987 Edition.

2. Use of Current Documents

The user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

3. Limited License for Reproduction

AIA Document G703 is a copyrighted work and may not be reproduced or excerpted from in substantial part without the express written permission of the AIA. The document is intended to be used as a consumable—that is, the original document purchased by the user is intended to be consumed in the course of being used. There is no implied permission to reproduce this document, nor does membership in The American Institute of Architects confer any further rights to reproduce G703. A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed G703, but only for use in connection with a particular Project. Further reproductions are prohibited without the express written permission of the AIA.

B. COMPLETING THE G703 FORM:

Heading: This information should be completed in a manner consistent with similar information on AIA Document G702, Application and Certificate for Payment.

Columns A, B & C: These columns should be completed by identifying the various portions of the Project and their scheduled values consistent with the schedule of values submitted to the Architect at the commencement of the Project or as subsequently adjusted. The breakdown may be by sections of the Work or by Subcontractors and should remain consistent throughout the Project. Multiple pages should be used when required.

Column C should be subtotaled at the bottom when more than one page is used and totaled on the last page. Initially, this total should equal the original Contract Sum. The total of column C may be adjusted by Change Orders during the Project.

Column D: Enter in this column the amount of completed Work covered by the previous application (columns D & E from the previous application). Values from column F (Materials Presently Stored) from the previous application should not be entered in this column.

Column E: Enter here the value of Work completed at the time of this application, including the value of materials incorporated in the project that were listed on the previous application under Materials Presently Stored (column F).

Column F: Enter here the value of Materials Presently Stored for which payment is sought. The total of the column must be recalculated at the end of each pay period. This value covers both materials newly stored for which payment is sought and materials previously stored which are not yet incorporated into the Project. Mere payment by the Owner for stored materials does not result in a deduction from this column. Only as materials are incorporated into the Project is their value deducted from this column and incorporated into column E (Work Completed—This Period.)

Column G: Enter here the total of columns D, E and F. Calculate the percentage completed by dividing column G by column C.

Column H: Enter here the difference between column C (Scheduled Value) and column G (Total Completed and Stored to Date).

Column I: This column is normally used only for contracts where variable retainage is permitted on a line-item basis. It need not be completed on projects where a constant retainage is withheld from the overall contract amount.

Change Orders: Although Change Orders could be incorporated by changing the schedule of values each time a Change Order is added to the Project, this is not normally done. Usually, Change Orders are listed separately, either on their own G703 form or at the end of the basic schedule. The amount of the original contract adjusted by Change Orders is to be entered in the appropriate location on the G702 form.

Construction Change Directives: Amounts not in dispute that have been included in Construction Change Directives should be incorporated into one or more Change Orders. Amounts remaining in dispute should be dealt with according to Paragraph 7.3 in A201.

The following is an example of a Continuation Sheet for work in progress. Please note that dollar amounts shown below are for illustrative purposes only, and are not intended to reflect actual construction costs.

A ITEM NO.	B DESCRIPTION OF WORK	C SCHEDULED VALUE	D WORK COMPLETED		F MATERIALS PRESENTLY STORED (NOT IN D OR E)	G TOTAL COMPLETED AND STORED TO DATE (D+E+F)		H BALANCE TO FINISH (C - G)	I RETAINAGE (IF VARIABLE RATE)
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD		% (G ÷ C)			
1	MOBILIZATION	5,000	5,000	0	0	5,000	100	0	NOT APPLICABLE TO CONSTANT RATE RETAINAGE
2	STUMP REMOVAL	5,000	5,000	0	0	5,000	100	0	
3	EARTH WORK	15,000	10,000	5,000	0	15,000	100	0	
4	LOWER RETAINING WALL	10,000	0	5,000	0	5,000	50	5,000	
5	CURBS & MISC. CONC.	5,000	0	0	0	0	0	5,000	
6	PAVING, UPPER DRIVE	20,000	0	0	0	0	0	20,000	
7	PAVING, LOWER DRIVE	20,000	0	0	0	0	0	20,000	
8	PAVERS	20,000	0	0	10,000	10,000	50	10,000	
9	BRICK WORK	5,000	0	0	0	0	0	5,000	
		105,000	10,000	10,000	10,000	40,000		65,000	

CHANGE ORDER

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CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G701/CMa

- OWNER
- CONSTRUCTION MANAGER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

(Instructions on reverse side)

PROJECT:

(Name and address)

CHANGE ORDER NO.:

INITIATION DATE:

TO CONTRACTOR:

(Name and address)

PROJECT NOS.:

CONTRACT FOR:

CONTRACT DATE:

The Contract is changed as follows:

Not valid until signed by the Owner, Construction Manager, Architect and Contractor.

The original (Contract Sum) (Guaranteed Maximum Price) was \$

Net change by previously authorized Change Orders \$

The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was \$

The (Contract Sum) (Guaranteed Maximum Price) will be (increased) (decreased) (unchanged) by
this Change Order \$

The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be \$

The Contract Time will be (increased) (decreased) (unchanged) by () days

The date of Substantial Completion as of the date of this Change Order therefore is

NOTE: This summary does not reflect changes in the Contract Sum, Contract Time or Guaranteed Maximum Price which have been authorized by Construction Change Directive.

CONSTRUCTION MANAGER

ADDRESS

BY DATE

CONTRACTOR

ADDRESS

BY DATE

ARCHITECT

ADDRESS

BY DATE

OWNER

ADDRESS

BY DATE



CAUTION: You should use an original AIA document which has this caution printed in red. An original assures that changes will not be obscured as may occur when documents are reproduced.



INSTRUCTION SHEET

FOR AIA DOCUMENT G701/CMa, CHANGE ORDER
CONSTRUCTION MANAGER-ADVISER EDITION

A. GENERAL INFORMATION

1. Purpose

This document is intended for use in implementing changes in the Work agreed to by the Owner, Construction Manager, Architect and Contractor. Execution of a completed G701/CMa form indicates agreement upon all the terms of the change, including any changes in the Contract Sum (or Guaranteed Maximum Price) and Contract Time. In contrast, AIA Document G714/CMa, Construction Change Directive, Construction Manager-Adviser Edition, should be used in situations where, for whatever reason, the Owner and Contractor have not reached agreement upon the proposed changes in Contract Sum or Contract Time, and where changes in the Work need to be implemented expeditiously in order to avoid a delay in the Project.

2. Related Documents

This document was prepared for use under the terms of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition.

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

4. Limited License for Reproduction

AIA Document G701/CMa is a copyrighted work and may not be reproduced or excerpted from in substantial part without the express written permission of the AIA. The G701/CMa document is intended to be used as a consumable—that is, the original document purchased by the user is intended to be consumed in the course of being used. There is no implied permission to reproduce this document, nor does membership in the American Institute of Architects confer any further rights to reproduce G701/CMa.

A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed G701/CMa, but only for use in connection with a particular Project.

B. COMPLETING THE G701/CMa FORM

1. Description of Change in the Contract

Insert a detailed description of the change to be made in the Contract by this Change Order, including any Drawings, Specifications, documents or other supporting data to clarify the scope of the change.

2. Determination of Costs

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply:

- a) the original Contract Sum or Guaranteed Maximum Price;
- b) the net change by previously authorized Change Order (note that this does not include changes authorized by Construction Change Directive unless such a change was subsequently agreed to by the Contractor and recorded as a Change Order);
- c) the Contract Sum or Guaranteed Maximum Price prior to this Change Order;
- d) the amount of increase or decrease, if any, in the Contract Sum or Guaranteed Maximum Price; and
- e) the new Contract Sum or Guaranteed Maximum Price as adjusted by this Change Order.

3. Change in Contract Time

Insert the following information in the blanks provided, and strike out the terms in parentheses that do not apply:

- a) in number of days, the increase or decrease, if any, in the Contract Time; and
- b) the date of Substantial Completion, including any adjustment effected by this Change Order.

C. EXECUTION OF THE DOCUMENT

When the Owner, Construction Manager, Architect and Contractor have reached agreement on the change to be made in the Contract, including any adjustments in the Contract Sum (or Guaranteed Maximum Price) and Contract Time, the G701/CMa document should be executed in quadruplicate by the two parties, the Construction Manager and Architect, each of whom retains an original.



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Reprinted 1/94

CERTIFICATE OF SUBSTANTIAL COMPLETION

CONSTRUCTION MANAGER-ADVISER EDITION

AIA DOCUMENT G704/CMa

(Instructions on reverse side)

- OWNER
- CONSTRUCTION MANAGER
- ARCHITECT
- CONTRACTOR
- FIELD
- OTHER

PROJECT:

(Name and address)

PROJECT NOS.:

CONTRACT FOR:

CONTRACT DATE:

TO OWNER:

(Name and address)

TO CONTRACTOR:

(Name and address)

DATE OF ISSUANCE:

PROJECT OR DESIGNATED PORTION SHALL INCLUDE:

The Work performed under this Contract has been reviewed and found, to the Construction Manager's and Architect's best knowledge, information and belief, to be substantially complete. Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use. The date of Substantial Completion of the Project or portion thereof designated above is hereby established as

which is also the date of commencement of applicable warranties required by the Contract Documents, except as stated below:

A list of items to be completed or corrected is attached hereto. The failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

CONSTRUCTION MANAGER BY _____ DATE _____

ARCHITECT BY _____ DATE _____

The Contractor will complete or correct the Work on the list of items attached hereto within _____ days from the above date of Substantial Completion.

CONTRACTOR BY _____ DATE _____

The Owner accepts the Work or designated portion thereof as substantially complete and will assume full possession thereof at _____ (time) on _____ (date).

OWNER BY _____ DATE _____

The responsibilities of the Owner and the Contractor for security, maintenance, heat, utilities, damage to the Work and insurance shall be as follows:

(Note—Owner's and Contractor's legal and insurance counsel should determine and review insurance requirements and coverage.)



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INSTRUCTION SHEET

FOR AIA DOCUMENT G704/CMa, CERTIFICATE OF SUBSTANTIAL COMPLETION
CONSTRUCTION MANAGER-ADVISER EDITION

A. GENERAL INFORMATION

1. Purpose

AIA Document G704/CMa, Certificate of Substantial Completion, Construction Manager-Adviser Edition, is a new document. This document was developed to include the Construction Manager in the process of establishing the date of Substantial Completion, which is established for the purpose of commencement of applicable warranties and to allow the Owner to occupy or utilize the Work or designated portion thereof.

2. Related Documents

This document was prepared for use under the terms of AIA Document A201/CMa, General Conditions of the Contract for Construction, Construction Manager-Adviser Edition.

3. Use of Current Documents

Prior to using any AIA document, the user should consult the AIA, an AIA component chapter or a current AIA Documents List to determine the current edition of each document.

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A limited license is hereby granted to retail purchasers to reproduce a maximum of ten copies of a completed or executed G704/CMa, but only for use in connection with a particular Project.

B. COMPLETING THE G704/CMa FORM

1. After the words "Project or Designated Portion shall include:", insert a detailed description of the Project or portion(s) of the Project that have been accepted as being substantially complete.
2. Determine Work to be completed.
Provide a list of items that are to be completed or corrected.
Determine dates for completion of the Work.
Establish an amount to be withheld to complete the Work.

C. EXECUTION OF THE DOCUMENT

The G704/CMa document should be executed in not less than quadruplicate by the Owner, Construction Manager, Architect and Contractor, each of whom retains an original.

CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

AIA Document G706A

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

STATE OF:
COUNTY OF:

The undersigned hereby certifies that to the best of the undersigned's knowledge, information and belief, except as listed below, the Releases or Waivers of Lien attached hereto include the Contractor, all Subcontractors, all suppliers of materials and equipment, and all performers of Work, labor or services who have or may have liens or encumbrances or the right to assert liens or encumbrances against any property of the Owner arising in any manner out of the performance of the Contract referenced above.

EXCEPTIONS:

SUPPORTING DOCUMENTS ATTACHED HERETO:

1. Contractor's Release or Waiver of Liens, conditional upon receipt of final payment.
2. Separate Releases or Waivers of Liens from Subcontractors and material and equipment suppliers, to the extent required by the Owner, accompanied by a list thereof.

CONTRACTOR:
(Name and address)

BY: _____
(Signature of authorized representative)

(Printed name and title)

Subscribed and sworn to before me on this date:

Notary Public:

My Commission Expires:



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INSTRUCTION SHEET

FOR AIA DOCUMENT G706A, CONTRACTOR'S AFFIDAVIT OF RELEASE OF LIENS

A. GENERAL INFORMATION

1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, G706A is a companion document to AIA Document G706.

3. Use of Current Documents

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B. CHANGES FROM THE PREVIOUS EDITION

A cross-reference to AIA Document A201 has been deleted to permit the use of G706A with other families of AIA documents, including construction management, interiors and design/build.

C. COMPLETING THE G706A FORM

GENERAL: The Owner-Contractor Agreement is the usual source of required information such as the contract date and the names and addresses of the Owner, Project and Contractor.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

AFFIDAVIT: Indicate the state and county where the Affidavit is made. This is not necessarily the same location as the Project, but should be the location where the notary is authorized to administer sworn oaths. If there are any EXCEPTIONS to the statement, these should be listed in the space provided; otherwise enter as "None". It may be a stipulation of the Contract Documents that the Owner has the right to require the Contractor to furnish a bond to cover each exception listed on the Affidavit.

SUPPORTING DOCUMENTS: The AIA does not publish a "Release or Waiver of Liens" for contractors or subcontractors because of the great diversity of releases or waivers permitted by various state mechanics lien laws. Forms for such purposes may be available from local contractors' associations or may be written with the assistance of legal counsel.

D. EXECUTION OF THE DOCUMENT

The Notary Public should administer a sworn oath to the Contractor referencing the written statements appearing on G706A, and should duly sign and seal this document containing the Contractor's signature. G706A should be signed by the Contractor or the Contractor's authorized representative.

**CONSENT OF SURETY
TO FINAL PAYMENT**

AIA Document G707

(Instructions on reverse side)

OWNER	<input type="checkbox"/>
ARCHITECT	<input type="checkbox"/>
CONTRACTOR	<input type="checkbox"/>
SURETY	<input type="checkbox"/>
OTHER	<input type="checkbox"/>

TO OWNER:
(Name and address)

ARCHITECT'S PROJECT NO.:

CONTRACT FOR:

PROJECT:
(Name and address)

CONTRACT DATED:

In accordance with the provisions of the Contract between the Owner and the Contractor as indicated above, the
(Insert name and address of Surety)

on bond of
(Insert name and address of Contractor)

, SURETY,

hereby approves of the final payment to the Contractor, and agrees that final payment to the Contractor shall not relieve the Surety of
any of its obligations to
(Insert name and address of Owner)

, CONTRACTOR,

as set forth in said Surety's bond.

, OWNER,

IN WITNESS WHEREOF, the Surety has hereunto set its hand on this date:
(Insert in writing the month followed by the numeric date and year.)

(Surety)

(Signature of authorized representative)

Attest:
(Seal):

(Printed name and title)



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INSTRUCTION SHEET

FOR AIA DOCUMENT G707, CONSENT OF SURETY TO FINAL PAYMENT

A. GENERAL INFORMATION

1. Purpose

This document is intended for use as a companion to AIA Document G706, Contractor's Affidavit of Payment of Debts and Claims, on construction projects where the Contractor is required to furnish a bond. By obtaining the Surety's approval of final payment to the Contractor and its agreement that final payment will not relieve the Surety of any of its obligations, the Owner may preserve its rights under the bond.

2. Related Documents

This document may be used with most of the AIA's Owner-Contractor agreements and general conditions, such as A201 and its related family of documents. As noted above, this is a companion document to AIA Document G706.

3. Use of Current Documents

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B. CHANGES FROM THE PREVIOUS EDITION

Changes in the location of various items of information were made, without revision to the substance of the document.

C. COMPLETING THE G707 FORM

GENERAL: The bond form is the usual source of required information such as the contract date and the names and addresses of the Surety, Owner, Contractor and Project.

ARCHITECT'S PROJECT NO.: This information is typically supplied by the Architect and entered on the form by the Contractor.

CONTRACT FOR: This refers to the scope of the contract, such as "General Construction" or "Mechanical Work".

D. EXECUTION OF THE DOCUMENT

The G707 form requires both the Surety's seal and the signature of the Surety's authorized representative.

Bidder Checklist

- Have you carefully read and agreed to the entire bid package?
- Have you returned complete Bid Submittal Forms (See Instructions to Bidders, Section 4)?
- Has an authorized agent of your firm signed the Signature Page of the Bid?
- Have you provided a Bid Bond, Certified or Cashier's Check or Cash equal to ten percent (10%) of the total bid with your bid?
- If you are submitting a bid bond, has it been signed by both the insurance company and an authorized official of your firm?
- Have you provided a signed Consent / Agreement of Surety with your Bid?
- Have you submitted a Non-Collusion Affidavit?
- Have you submitted AIA Document A305 – 1986, Contractor's Qualification Statement?
- Have you included a financial statement in accordance with AIA Document A305 – 1986, Section 5.1.1?
- Have you submitted your Affirmative Action Program? (Special Conditions No. 22)

APPENDIX O

Delaware County
Political Contribution Disclosure Form

Background: Under Section 6-12.E of the Administrative Code of Delaware County, Contractors under certain Covered Contracts are required to provide this Disclosure Form in connection with consideration of approval of such Covered Contract by County Council. ***Definitions of Contractor, Covered Contract, and certain other terms used in this Disclosure Form, as well as additional instructions for its completion, are set forth in Exhibit A attached hereto.***

Political Contribution Disclosure: Within the past twenty-four (24) months, Contractor* has:

_____ **NOT** made any Reportable Contributions.

_____ made Reportable Contributions as set forth on Schedule A attached hereto.

**Includes entities and persons related to a Contractor whose contributions are also required to be reported, as further described in the definition of "reportable contribution" on Exhibit A.*

Type of Business Entity

Corporation _____ LLC _____ Sole Proprietorship _____ Other: _____ (describe)
Limited Partnership Partnership _____ LLP _____ _____

Certification: In order for this Disclosure Form to be considered validly submitted, it must be properly signed by the Contractor or an officer or employee of the Contractor that is authorized to make this certification. Disclosure Forms that are not properly signed will not be considered as responsive to the requirements of the Delaware County Administrative Code.

By executing below, you:

- (1) Declare and certify that you are the Contractor or an employee or officer of the Contractor and duly authorized to execute this Disclosure Form.
- (2) Represent and warrant that, to the best of your knowledge after appropriate inquiry, all of the information and disclosures provided are true and contain no material misstatement or omissions.
- (3) Acknowledge and agree to comply with the provisions described in Exhibit A.

Name of Contractor: _____

By: _____

Name:

Title:

Date:

Exhibit A
Delaware County
Political Contribution Disclosure Form

Definitions and Instructions

Timing.

Contracts subject to an RFP/Q, Invitation to Bid or other Solicitation – the Solicitation will have explicit instructions on when and how to submit this Disclosure Form. Please follow those instructions.

Other Contracts -- Disclosure Forms must be received by the County at least eight (8) days prior to the County Council meeting at which the approval of a contract will be considered. They should be submitted by e-mail to CentralPurchasing@co.delaware.pa.us.

In either case, failure to timely provide this Disclosure Form may delay consideration of your contract by County Council.

Public Posting; Right to Know Law.

The Disclosure Form for the selected Contractor is sought will be posted on the County website prior to the County Council meeting at which approval of the Covered Contract will be considered and included in the Agenda materials for such meeting.

The County will also provide copies of Disclosure Forms (whether or not the Contractor is awarded a Covered Contract) in response to requests under the Pennsylvania Right to Know Law.

Ongoing Reporting.

By January 30 of each year, commencing January 1, 2023, each Covered Contractor under a Covered Contract with a term exceeding one year is required to provide the County Clerk with an updated Disclosure Form showing any reportable contributions in the prior year or indicating that there are none. If a Contractor does not provide the required disclosure form within thirty (30) days of written notification from the County Solicitor of its failure to timely provide such form, the applicable Covered Contract is subject to being voided by County Council.

Penalties.

Any Contractor which fails to provide the Disclosure Form or which submits a Disclosure Form which is materially inaccurate may be banned as a contractor or subcontractor to the County for a period of up to three (3) years, and/or, to the extent legally permitted, the covered contract in question may be terminated, in each case, by a majority vote of County Council following such investigation and consideration of such evidence as County Council deems appropriate or by action of such other entity or body as may be designated by resolution of County Council.

Definitions.

“Contractor” means any non-governmental person, corporation, partnership, association or other entity, whether or not for profit, and includes any subcontractor which is reasonably anticipated to receive compensation of \$50,000 or more under the applicable Covered Contract. ***See the definition of “Reportable Contribution” below for entities and persons related to a contractor whose contributions are also required to be reported.***

“Covered Candidate” means any individual who seeks nomination or election to the following offices by vote of the electorate (whether or not such individual is nominated or elected): (1) County Council, District Attorney, Sheriff, Controller or Register of Wills in Delaware County; (2) Judge of the Court of Common Pleas of Delaware County or the Magisterial District Courts of Delaware County; (3) any seat in the Pennsylvania General Assembly which represents residents of Delaware County; or (4) any state-wide office in Pennsylvania (non federal).

An individual shall be deemed to be seeking nomination or election to an office if such individual has:

- (1) received a contribution or made an expenditure or given consent for any other person or committee to receive a contribution or make an expenditure for the purpose of influencing his nomination or election to such office, whether or not the individual has announced the specific office for which he or she will seek nomination or election at the time the contribution is received or the expenditure is made; or
- (2) taken the action necessary under the laws of Pennsylvania to qualify for nomination or election to such office.

The term shall include individuals nominated or elected as write-in candidates unless they resign such nomination or elected office within 30 days of having been nominated or elected.

“Covered Contract” means any contract, agreement, memorandum of understanding or other arrangement which is (i) required to be approved by County Council and (ii) under which a Covered Contractor provides or leases goods, supplies, materials, equipment, consulting, professional or other services, and/or property to the County, whether or not payments under the Covered Contract are anticipated to be made from general revenues or another specified source of funds, but does not include grant agreements under which the County is the grantee.

“Political contribution” means any advance, conveyance, deposit, distribution, transfer of funds, loan, payment, pledge, purchase of a ticket to a testimonial or similar fund-raising affair, or subscription of money or anything of value, except volunteer services, in connection with a political campaign, and any contract, agreement, promise or other obligations, whether or not legally enforceable, to make a political contribution.

“Reportable Contribution” means a political contribution, to:

- (A) A Covered Candidate.
- (B) Any Pennsylvania state committee of a political party, any County committee of a political party or any committee of a political party established at the municipal level for a municipality in the County.
- (C) A contribution to a political action committee with the intent or expectation that some or all of such contribution will be directed to a covered candidate. This intent shall be presumed if a political action committee only supports one or more covered candidates.
- (D) A contribution to a political action committee controlled by a person or entity described in clauses (1) through (5) below.

Reportable contributions include contributions by: (1) a Contractor; (2) any corporate parent, subsidiary or other affiliate of a Contractor; (3) an officer or director of a Contractor; (4) a shareholder or partner of a Contractor with a 5% or greater ownership interest; and (5) the spouse of any person or entity listed in the preceding clauses; and shall also include any contribution reimbursed by a person or entity listed in clauses (1) through (5).

Questions.

Questions regarding the Disclosure Form may be directed to CentralPurchasing@co.delaware.pa.us.

APPENDIX Q

DIVERSITY BUSINESS ENTERPRISE PROGRAM (DBE) PROGRAM

For DBE tracking purposes, the County requests that prime contractors who are bidding, proposing, or submitting statements of qualifications record whether or not they plan to employ DBE's as sub-contractors or consultants. With that in mind, please fill out, sign and submit (with your bid/proposal) the following subcontractor/ consultant statement.

COUNTY OF DELAWARE DIVERSITY BUSINESS DEFINITIONS

Diversity Business Enterprise (DBE's) are minority-owned (MOB), women-owned (WOB), service disabled veteran-owned (SDVO), and small businesses (SB), who are impeded from normal entry into the economic mainstream because of past practices of discrimination based on race or ethnic background. These persons must own at least 51% of the entity and operate or control the business on a daily basis.

Minority: A person who is a citizen or lawful admitted permanent resident of the United States and who is a member of one (1) of the following groups:

- a. African American, persons having origins in any of the Black racial groups of Africa;
- b. Hispanic American, persons of Mexican, Puerto Rican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;
- c. Native American or Alaskan native, persons who have origin in any of the original peoples of North America
- d. Asian American, person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.

Minority-owned business (MOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more minority individuals.

Woman-owned business (WOB) is a continuing, independent, for profit business that performs a commercially useful function, and is at least fifty-one percent (51%) owned and controlled by one (1) or more women.

Service-Disabled Veteran-owned business (SDOV) is a continuing, independent, for profit business that performs a commercially useful function, owned by any person who served honorably on active duty in the armed forces of the United States with at least a twenty percent (20%) disability that is service connected. Meaning such disability was incurred or aggravated in the line of duty in the active military, naval or air service, and is at least fifty-one percent (51%) owned and controlled by one (1) or more service-disabled veteran.

Small Business (SB) is a continuing, independent, for profit business which performs a commercially useful function and has total gross receipts of not more than ten million dollars (\$10,000,000) average over a three-year period or employs no more than ninety-nine (99) persons on a full-time basis.

Subcontractor/Consultant Statement
 (TO BE SUBMITTED IN THE BID/PROPOSAL ENVELOPE)

We _____ do certify that on the
 (Bidder/Proposer Company Name)

 (Project Name)

\$ _____
 (Amount of Bid)

Please select one:

Option A: Intent to subcontract using Diversity Businesses

A Diversity Business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s). The estimated dollar value of the amount that we plan to pay is: \$ _____.
Estimated Amount of Subcontracted Service

Diversity Business Enterprise Utilization

Description of Work/Project	Amount	Diverse Classification (MOB, WOB, SB, SDOV)	Name of Diverse Business

Option B: Intent to perform work without using Diverse Businesses

No Diversity Business will be employed as subcontractor(s), vendor(s), supplier(s), or professional service(s).

DATE: _____ COMPANY NAME: _____

SUBMITTED BY: _____ TITLE: _____
 (Authorized Representative)

ADDRESS: _____

CITY/STATE/ZIP CODE: _____

TELEPHONE NO: _____