



**Woods Services
Renovations for New 16-Bed
Mollie Woods Psychiatric Hospital**

March 9, 2026

Addendum No. 4

This Addendum is issued to clarify, correct, or supplement the documents as originally issued and will become a part of the contract. Receipt hereof shall be acknowledged by bidders in the space provided in the Proposal Form.

General Items:

AIA Document A101-2017 Standard Form of Agreement Between Owner and Contractor.
(Draft)

AIA Document A201-2017 General Conditions of the Contract for Construction. (Draft)

Exhibit "B" Addendum Regarding Compliance with Funding Agreement

Exhibit "B.1" Selected Funding Agreement Provisions

Exhibit "B.2" Bureau of Labor Law Compliance Prevailing Wages Project Rates

Exhibit "B.3" Weekly Payroll Certification for Public Works Projects

Exhibit "C" Advance Waiver of Liens

Exhibit "D" List of Drawings

Exhibit "E" List of Technical Specifications

Exhibit "H" Contractor's Qualification Statement

Exhibit "F.1", "F.2", "F.3", and "F.4" Progress Payment and Final Payment Release of Liens.

Bid Proposal Form (Revised)

End of Addendum No. 4

AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the [] day of [] in the year 2026
(In words, indicate day, month and year.)

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

Woods Community Services, LLC
40 Martin Gross Drive
Langhorne, PA 19047

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

[]
[]
[]
[]

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

Renovations for New Mollie Woods Psychiatric Hospital
16-Bed Adult Behavioral Health Unit
20 Meadowood Drive
Langhorne, PA 19047

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

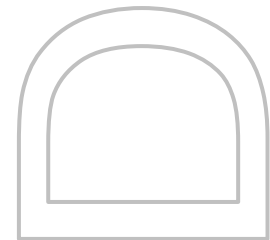
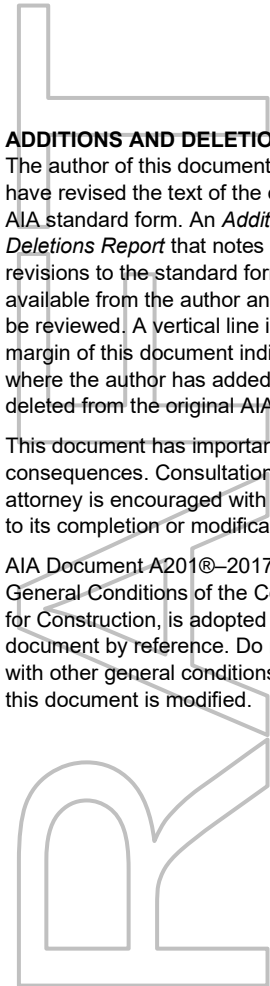
Charles Cross Architecture, PC
656 West Valley Road
Wayne, PA 19087

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes 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 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.

AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.



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ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

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

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

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

(Check one of the following boxes.)

The date of this Agreement.

A date set forth in a notice to proceed issued by the Owner (“Notice to Proceed”) to be issued following award and issuance of building permit which Contractor shall diligently pursue upon execution of this Agreement.

Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

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

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

§ 3.3 Substantial Completion

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

(Check one of the following boxes and complete the necessary information.)

Not later than **three hundred** (300) calendar days counting following the date of Owner's issuance of the Notice to Proceed.

By the following date:

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

| Portion of Work | Substantial Completion Date |
|-----------------|-----------------------------|
| N/A | |

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be **\$** , subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

| Item | Price |
|------|-------|
| N/A | |

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement.

(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

| Item | Price | Conditions for Acceptance |
|------|-------|---------------------------|
| N/A | | |

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

| Item | Price |
|--------------------------------------|-------------|
| #1: Unforeseen Building Deficiencies | \$45,000.00 |

§ 4.4 Unit prices, if any:

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

| Item | Units and Limitations | Price per Unit (\$0.00) |
|------|-----------------------|-------------------------|
| N/A | | |

§ 4.5 Liquidated damages, if any:

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

If Contractor fails to achieve Substantial Completion of the entire Work by the deadline set forth in Section 3.3.1, subject to any adjustments pursuant to Section 8.3 of AIA Document A201™–2017, General Conditions of the Contract for Construction (“AIA Document A201-2017”), or as adjusted by a Modification, then Owner shall have the right to assess liquidated damages in the amount of Two Thousand Five Hundred (\$2,500) Dollars per calendar day for each calendar day following such deadline that elapses until Substantial Completion of the entire Work is achieved. The Contractor acknowledges that failure to achieve Substantial Completion by the deadline set forth herein shall cause substantial damages to the Owner, which damages are reasonably foreseeable but not readily calculable. The parties agree that the sum set forth in this Section 4.5 is a reasonable estimate of liquidated damages that the Owner will sustain per calendar day due to the failure of the Contractor to achieve Substantial Completion of the entire Work by such deadline. This sum is liquidated damages and is not to be construed in any sense as a penalty. The Contractor agrees that the sum of liquidated damages assessed against Contractor may be deducted from the unpaid balance of the Contract Sum, and if the unpaid balance is insufficient to cover the sum of liquidated damages assessed against Contractor, the Contractor shall pay the difference to Owner within thirty (30) days of demand.

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A

ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

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

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

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the fifth (5th) calendar day of a month for any Work performed in the then-preceding month, the Owner shall make payment of the amount certified to the Contractor not later than the twenty-fifth (25th) calendar day of the following month. If an Application for Payment is received by the Architect after the application due date fixed above but prior to the fifth (5th) calendar day of the following month after the above application due date, payment of the amount certified shall be made by the Owner not later than the twenty-fifth (25th) calendar day of the month after the Architect receives the Application for Payment.

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

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment. Each Application for Payment shall also be supported by a Contractor’s Acknowledgment of Progress Payment and Release of Liens in the form attached hereto as **Exhibit “F.1”** waiving any lien rights against the Project to the extent of payments received from said Application for Payment, together with Subcontractors’ Acknowledgment of Progress Payment and Release of Liens in the form attached hereto as **Exhibit “F.2”** executed by each subcontractor and, as reasonably required by the Owner, lien releases from the Contractor’s sub-subcontractors, materialmen and suppliers. The forms for the Contractor’s Acknowledgment of Final Payment and Release of Liens and all of Contractor’s subcontractors’ Final Release of Liens and General Release and Indemnity are attached hereto as **Exhibits “F.3”** and **“F.4”**, respectively.

§ 5.1.6 In accordance with AIA Document A201–2017, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

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

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Ten (10%) percent.

§ 5.1.7.1.1 The following items are not subject to retainage:

(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

N/A

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:

(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, insert provisions for such modifications.)

Once the Work is fifty (50%) percent complete, the amount the Owner may withhold, as retainage, from the payment otherwise due may be reduced to five percent (5%) for the balance of the Project with the consent of Owner and Architect, not to be unreasonably withheld.

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:

(Insert any other conditions for release of retainage upon Substantial Completion.)

See Section 8.7.1.

§ 5.1.8 [Intentionally omitted].

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

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

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as

- provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect.
 - .3 the Contractor has submitted all closeout documents required under the Contract Documents, including, but not limited to, all warranties, a set of as-built drawings and operations manuals; and
 - .4 the Contractor submits to Owner a Final Release of Liens and Claims executed by Contractor in the form attached hereto as **Exhibit “F.3”**, and the Contractor also submits to Owner a Final Release of Liens and General Release and Indemnity executed by all of Contractor’s subcontractors substantially in the form attached hereto as **Exhibit “F.4”**, and as reasonably required by the Owner, submission by Contractor of final lien releases from the Contractor’s sub-subcontractors, materialmen and suppliers.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

In accordance with Section 5.1.3

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

N/A % N/A

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

- Arbitration pursuant to Section 15.4 of AIA Document A201–2017
- Litigation in a court of competent jurisdiction
- Other *(Specify)*

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

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

No termination fee.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

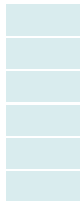
ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

Matthias Lojewski
Woods Services
40 Martin Gross Road
Langhorne, PA 19047
Matthias.Lojewski@woods.org

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)



§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 [Intentionally omitted.]

§ 8.6 [Intentionally omitted.]

§ 8.7 Other provisions:

§ 8.7.1 Punch List and Substantial Completion. When the Owner determines that the Work is Substantially Complete, and only Punch List items remain to be completed, the Contractor shall prepare and submit to the Architect a proposed Punch List. Upon receipt of the Contractor’s proposed Punch List, the Architect and Owner will make an inspection to determine whether the Work is Substantially Complete. Failure to include an item on the Punch List does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. The Punch List shall not include any Work necessary to achieve Substantial Completion. All Punch List items shall be completed as soon as possible but in no event later than 30 days following Substantial Completion. As used herein, the term “Punch List” items shall mean minor defects and blemishes that do not prevent, disrupt or materially impact Owner’s beneficial occupancy and use of the Work. Punch List items shall not include improperly installed or defective heating, plumbing, appliances, electrical power, or lighting, or anything else that interferes with Owner’s safe enjoyment and use of the building. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work. The list of items prepared and submitted by Contractor in accordance with Section 9.8 of AIA Document A201-2017 and reviewed by the Owner and Architect required for final

completion shall provide a reasonable cost associated with each such incomplete item (“Monetized Punchlist”) and Contractor shall be entitled to invoice and be paid all previously withheld retainage, less only 200% of (i) the value of the Monetized Punchlist, plus (ii) the value (as determined by Owner) of the Work that remains to be performed under this Contract at the full Contract value.

§ 8.7.2 Mechanics’ Lien Waiver and Indemnity. At least ten (10) days prior to the commencement of the Work, the Contractor shall file with the Bucks County Prothonotary an Advance Waiver of Right to File Mechanics’ Lien Claims (which shall attach a copy of the Payment Bond for this Project) barring any mechanics’ liens by all subcontractors in the form attached hereto as **Exhibit “C”** (“Advance Waiver of Liens”). A copy of the Payment Bond shall be posted on the project site and made available to Subcontractors. Contractor agrees, to the fullest extent permitted by law, to indemnify, defend and hold harmless Owner and all of Owner’s affiliated and/or related entities (including without limitation, Woods Services, Inc.) from and against all liabilities, damages, judgments, costs and expenses (including reasonable attorneys’ fees) arising from, or as a consequence of, any cause of action, claim or lien filed against Owner, or the Project, concerning the Work performed or materials or equipment supplied, by or on behalf of the undersigned Contractor as well as its lower tier subcontractors and suppliers, but only to the extent that Owner has made payments to Contractor for the Work upon which such cause of action, claim or lien is based. Furthermore, provided that Owner has made payments to the Contractor for the item(s) of Work at issue or has provided Contractor with a bona fide written basis for withholding such payment in whole or in part for the item(s) of Work at issue, should any mechanic’s lien claim be filed against Owner or the project with respect to any work performed or materials or equipment supplied by Contractor or any of its lower tier subcontractors or suppliers, Contractor affirmatively agrees to cause, within 30 days, such lien to be fully satisfied and/or discharged at its sole expense, and upon its failure to do so, Owner shall have the right to cause any such lien to be removed or discharged by whatever means Owner chooses, at the sole cost and expense of Contractor (such costs and expenses to include legal fees and disbursements).

§ 8.7.3 Miscellaneous.

§ 8.7.3.1 Contractor’s Scope of Work for the Project is set forth in Contractor’s Proposal (as that term is defined in Section 9.1.3).

§ 8.7.3.2 Contractor, for itself and on behalf of its subcontractors, suppliers, vendors or any other persons acting through or on behalf of Contractor, shall at all times comply in all respects with this Agreement and all other Contract Documents, including without limitation, all Contract Documents enumerated in Section 9.1, and further including without limitation,

- .1 the Compliance Addendum (as that term is defined in Section 9.1.4), and
- .2 all of the Selected Funding Agreement Provisions (as that term is defined in Section 9.1.5),

and Contractor hereby acknowledges, understands and agrees that (a) any references to “Provider” or “Program Provider” in the Selected Funding Agreement Provisions mean “Owner” (for purposes of this Agreement) and any singular or plural references to “contractor” or “subcontractor” in the Selected Funding Agreement Provisions shall mean Contractor (for purposes of this Agreement), and (b) Contractor shall be responsible to Owner under this Agreement for (I) any obligations of Owner under the Selected Funding Agreement Provisions that may be applicable to the Work, and (II) any obligations of Contractor as expressly stated under the Selected Funding Agreement Provisions.

§ 8.7.3.3 Regarding the Prevailing Wage Determination (as that term is defined in Section 9.1.6), (a) Contractor represents and warrants to Owner this the pricing set forth in Contractor’s Proposal (as that term is defined in Section 9.1.3) was based upon the “Building Rates” (AND NOT the “Heavy and Highway Rates”) set forth in the Prevailing Wage Determination, and (b) Contractor shall post the Prevailing Wage Determination at the Project site at all times from Notice to Proceed through final Project completion.

§ 8.7.3.4 Contractor acknowledges, understands and agrees that Owner is exempt from payment of Pennsylvania sales and use taxes; and accordingly, Contractor represents and warrants to Owner that no sales and use taxes are included in Contractor’s pricing as set forth in Contractor’s Proposal, and Contractor acknowledges, understands and agrees that (a) Owner shall provide a tax exempt certificate to Contractor and (b) Owner shall have the right to withhold from the Contract Sum, and/or demand and receive reimbursement from Contractor (along with any other costs of collection, penalties or fines incurred by Owner) for any sales and use taxes included in Contractor’s proposal in violation of this Section 8.7.3.4.

§ 8.7.4 Order of Precedence. Any conflicts among the Contract Documents shall be resolved in the following order of precedence:

- .1 First, any Change Orders, Modifications or Construction Change Directives;
- .2 Next, the Drawings listed in **Exhibit “D”** attached to this Agreement and the Technical Specifications listed in **Exhibit “E”** attached to this Agreement, and Contractor’s Proposal (as that term is defined in Section

- 9.1.3);
- .3 Next, the Compliance Addendum (as that term is defined in Section 9.1.4), and the Selected Funding Agreement Provisions (as that term is defined in Section 9.1.5);
- .4 Next, this AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor; and
- .5 Finally, AIA Document A201™–2017, General Conditions of the Contract for Construction.

§ 8.7.5 Section Headings; Section and Exhibit References. The Section headings at the beginning of each Section (and at the beginning of certain sub-Sections) of this Agreement are for convenience of referenced only and are to get given no weigh in construing the provisions of this Agreement. Unless otherwise expressly indicated to the contrary, all references in this Agreement to a “Section” or “Section” or to an “Exhibit” or “Exhibits” shall be references to a Section or Sections of this Agreement, or to an Exhibit or Exhibits of this Agreement, respectively.

§ 8.7.6 Termination of Funding Agreement. Contractor understands and acknowledges that this Project is funded pursuant to a Funding Agreement (as term is defined in Section 9.1.4) by and between Owner and the County of Bucks (located in the Commonwealth of Pennsylvania), as administered and managed by the Bucks County’ Behavioral Health Developmental Programs Managed Care Unit (hereinafter, collectively the “County”), pursuant to the County’s HealthChoices Behavioral Health Agreement (with the Commonwealth of Pennsylvania, Department of Human Services) to administer the HealthChoices Behavioral Health Program.. Without limiting any rights and remedies the Owner may have against Contractor for Contractor’s breach of this Agreement, Contractor acknowledges, understands and agrees that, in the event the Funding Agreement (as that term is defined in Section 9.1.4) is terminated, Owner shall have the right to terminate this Agreement immediately upon delivery of written notice to Contractor, in which event Contractor’s sole remedy (except in the case where the Funding Agreement is terminated by the County due to Owner’s breach of the Funding Agreement on grounds unrelated to Contractor’s performance under this Agreement) shall be limited to whatever remedy (if any) that Owner receives from the County that is allocable (in Owner’s reasonable discretion) to Contractor.

§ 8.7.7 Audit Rights. Contractor understands, acknowledges and agrees for itself and on behalf of its subcontractors, suppliers, vendors, consultants and any other third parties acting through or on behalf of Contractor, that both Owner and the County shall have the right, at any time prior to the second anniversary of Contractor’s receipt of final payment under this Agreement, to examine and audit Contractor’s (and Contractor’s subcontractors’, suppliers’, vendors’, consultants’ and any other third parties acting through or on behalf of Contractor’s)books and records (written, electronic or otherwise) relating in any way to this Agreement, the Funding Agreement and/or the Project, and in connection therewith, Owner and the County communicate appropriate personnel in connection with such examination and audit.

§ 8.7.8 Governing Law; Venue. This Agreement and the Contract Documents shall be governed by and construed according to the laws of the Commonwealth of Pennsylvania (without regard to its principles of conflict of laws). Contractor and Owner each hereby irrevocably consent to the exclusive jurisdiction of the state courts in the Commonwealth of Pennsylvania sitting in Bucks County, provided that nothing contained in this Agreement or the Contract Documents will prevent Owner or Contractor from bringing any action, suit or proceeding, or enforcing any award or judgment or exercising any rights against the other party, against any security or against any property of the other party within any other county, state or other foreign or domestic jurisdiction. Contractor and Owner each hereby further acknowledge and agree that the venue provided above is the most convenient forum for both Contractor and Owner. Contractor and Owner each hereby waive any objection to venue and any objection based on a more convenient forum in any action instituted under this this Agreement and/or the Contract Documents.

§ 8.7.9 Assignment. Contractor acknowledges, understands, consents and agrees that, notwithstanding anything to the contrary set forth in Section 13.2.1 of AIA Document A201-2017 or elsewhere in the Contract Documents, Owner shall have the right (a) to assign all of its rights and obligations under this Agreement to the Bucks County, Pennsylvania Behavioral Health Developmental Programs Managed Care Unit or its designee, and (b) assign certain of its rights under this Agreement to the Bucks County, Pennsylvania Behavioral Health Developmental Programs Managed Care Unit or its designee, including without limitation, Owner’s rights under Sections 5.4 and 13.2.2 of AIA Document A201–2017.

§ 8.7.10 Contractor’s Qualification Form. Contractor hereby represents and warrants to Owner that Contractor’s Qualification Statement attached to this Agreement as **Exhibit “H”** is true, correct and accurate in all respects and may be relied upon by Owner.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents, all of which documents are hereby incorporated into this Agreement and the Contract Documents by this reference, and made a part hereof as if fully set forth herein at length:

- .1 This AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A201™–2017, General Conditions of the Contract for Construction (“AIA Document A201-2017”)
- .3 **Exhibit “A”** – Contractor’s Proposal for Single Contract for the Construction of the Project (as submitted with Contractor’s bid) (“Contractor’s Proposal”)
- .4 **Exhibit “B”** – Addendum Regarding Compliance with Owner’s January 21, 2026 Funding Agreement (“Funding Agreement”) with the Bucks County, Pennsylvania (as administered by the Bucks County Behavioral Health Developmental Programs Managed Care Unit) (“Compliance Addendum”)
- .5 **Exhibit “B.1”** – Selected Provisions of the Funding Agreement (“Selected Funding Agreement Provisions”)
- .6 **Exhibit “B.2”** – (attached to the Compliance Addendum)-Pennsylvania Department of Labor & Industry, Bureau of Labor Law Compliance Prevailing Wages Project Rates for Project Serial Number 26-01632 (7 pages) (“Prevailing Wage Determination”)
- .7 **Exhibit “B.3”** – (attached to the Compliance Addendum)- Pennsylvania Department of Labor & Industry, Bureau of Labor Law Compliance Form LLC-25 (2 pages) (“Weekly Payroll Certification”)
- .8 **Exhibit “C”** – Form of Advance Waiver of Liens
- .9 **Exhibit “D”** – List of Drawings
- .10 **Exhibit “E”** – List of Technical Specifications
- .11 **Exhibit “F.1”** – Acknowledgment of Progress Payment and Release of Liens (Contractor)
- .12 **Exhibit “F.2”** – Acknowledgment of Progress Payment and Release of Liens (Subcontractor)
- .13 **Exhibit “F.3”** – Acknowledgment of Final Payment and Release of Liens (Contractor)
- .14 **Exhibit “F.4”** – Final Release of Liens and General Release and Indemnity (Subcontractor)
- .15 **Exhibit “G”** – Contractor’s Certificates of Insurance
- .16 **Exhibit “H”** – Contractor’s Qualification Statement
- .17 Addenda, if any:

| Number | Date | Pages |
|--------|------|-------|
|--------|------|-------|


Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

ARTICLE 10 INSURANCE AND BONDS

§ 10.1 Contractor’s Insurance.

The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, with an A.M. Best rating of A- or better, and with a Financial Size Category of IX or better. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of AIA Document A201-2017, unless a different duration is stated below:

| Type of insurance | Limit of liability |
|--|--|
| <p>1. Worker’s Compensation Insurance, Employers’ Liability and, if required, any other insurance covering employee benefit acts including statutory requirements of any state in which the Work is performed, and employer’s liability coverage. The Worker’s Compensation Policy shall be endorsed with the Waiver of Right to Recover Endorsement (WC 00 03 13).</p> | <p>\$500,000 limit bodily injury each accident/ \$500,000 limit Bodily Injury by Disease-Policy Limit/ \$500,000 limit Bodily Injury by Disease –Each Employee</p> |

| Type of insurance | Limit of liability |
|---|--|
| <p>2. Commercial General Liability Insurance including contractual liability coverage with specific reference to liability assumed herein under Indemnity provisions and including coverage for products liability and completed operations. The policy will include a per project aggregate and shall be primary and non-contributory coverage. Such liability insurance shall include, without limitation, the following coverages:</p> <p>a) Independent Contractors Protective Coverage with minimum limits equal to Commercial General Liability;</p> <p>b) That no exclusion exists for explosion, collapse or underground hazards in connection with Subcontractor’s operations hereunder;</p> <p>c) Products and Completed Operations coverage will be provided for a period of twelve (12) years after acceptance of the Work by Owner or the full duration of the statute of repose, whichever is longer. All Work completed by Contractor prior to the acceptance of the entire Project by Owner shall be treated as “operations” not “completed operations” for the period between the completion of the Work by the Contractor and the acceptance of the entire Project by Owner;</p> <p>d) That Contractual Liability coverage is expressly extended to insure the indemnification and hold harmless provisions of this Agreement for all of the Additional Insureds (as defined herein) and the following exclusions do not apply:</p> <p style="margin-left: 40px;">(i) to bodily injury or property damage included within the completed operations hazard or the products hazard;</p> <p style="margin-left: 40px;">(ii) to property damage included within the explosion, collapse or underground hazards; and</p> <p style="margin-left: 40px;">(iii) Personal Injury, with Employment Exclusion and Contractual Exclusion deleted including false arrest, libel, slander, defamation, wrongful eviction, malicious prosecution and invasion of privacy.</p> <p>3. Umbrella Coverage (policy to apply excess of the Commercial General Liability (following form Per Project Aggregate Limit), Commercial Automobile Liability and Employers Liability).</p> | <p>\$2,000,000 each occurrence \$2,000,000 aggregate \$2,000,000 product and completed operations aggregate — aggregates to apply separately “per project” \$1,000,000 personal and advertising injury per occurrence</p> <p></p> <p>\$5,000,000 each occurrence \$5,000,000 aggregate</p> |

| Type of insurance | Limit of liability |
|---|---|
| 4. Automobile , Bodily Injury and Property Damage Liability Insurance including coverage for hired, owned and non-owned vehicles, and contractual liability coverage (including employee injury assumed under a contract). | Bodily injury limits of not less than \$1,000,000 each accident, single limit bodily injury and property damage combined. |
| 5. Combined Pollution Liability and Professional Liability , including coverage for mold/fungus with no exclusion for asbestos. | \$2,000,000 each occurrence \$2,000,000 aggregate |

- Contractor has submitted the two (2) insurance certificates attached hereto as **Exhibit “G”** and Contractor hereby represents and warrants to Owner that such insurance certificates are true, accurate and correct in all respects and that Contractor’s insurance coverages comply with Contractor’s insurance obligations under this Agreement and the Contract Documents. One such certificate shall name Owner as certificate holder, and one such certificate shall name “County of Bucks Board of Commissioners” as certificate holder (Attn: Office of the Controller, 55 East Court Street, Doylestown, PA 18901). Each such certificate shall include in the description box, (a) the full name of the Project as first set forth above, and (b) the additional insureds set forth below in Section 10.2 followed by the following language: “shall be included as additional insured on liability policies on a primary and non-contributory basis with respect to the work performed by the Insured on the above-referenced Project”; and (c) a waiver of subrogation granted in favor of the certificate holders and all additional insureds with respect to all policies set forth above where permitted by law.
- To the extent that any such policies set forth above do not meet the waiver of subrogation requirements set forth in the immediately preceding sentence, Contractor shall, without limitation of any other rights and remedies of Owner, hereby waives its right to subrogation against the Owner, the County and any additional insureds, and Contractor understands, acknowledges and agrees that the waiver set forth in this sentence is not limited by the amount of insurance carried or required above, or by any deductibles applicable thereto.
- If requested by Owner for good cause, Contractor shall provide copies of any and all of Contractor’s insurance policies requested by Owner
- All required coverages noted above must be endorsed to apply on a **primary and non-contributory basis**.
- Products and Completed operations coverage to be in effect for a period of not less than full duration of the applicable statute of repose.
- Satisfactory Certificates of Insurance (and if requested by Owner for good reason, policies) evidencing the above coverages are to be furnished to Owner prior to (i) the performance of any Work on the property by Contractor and (ii) equipment or personnel of Contractor being on the property. Such Certificate of Insurance (a) will name those identified in the Contract Documents or per the language below as Additional Insured, and (b) the insurance carrier and the form and substance of the policy shall be to the satisfaction of the Owner. The insurance carrier shall be a responsible insurance carrier authorized to do business in the State where the contracted operations will take place.
- Should any of the above-described policies be cancelled before the expiration date thereof, notice will be delivered by Contractor in accordance with policy provisions. Contractor also shall not modify any such policies without at least 30 days’ prior written notice and such modifications may not run afoul of the Contractor’s insurance obligations under this Compliance Addendum. Contractor must also provide

Owner written notice of all policy renewals by delivering applicable updated insurance certificates.

§ 10.2 Additional Insureds. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability, automobile liability and umbrella liability coverages carried by Contractor and its subcontractors to include **The County of Bucks (in the Commonwealth of Pennsylvania), its Board of Commissioners and its Behavioral Health Developmental Programs Managed Care Unit, any other additional insureds or indemnified parties that Owner is required pursuant to the Funding Agreement to name as an additional insured, and each of their respective directors, elected or appointed officials, officers, employees, representatives, agents, departments and divisions, Owner and all of Owner's affiliated and related entities (including without limitation, Woods Services, Inc.), any and all other affiliates and related entities (regardless of the form of entity of any such affiliate or related entity) of Owner (including without limitation, parent companies and subsidiaries of Owner or of any of Owner's affiliates or related entities), and each of their respective partners, shareholders, members, equity-holders, officers, directors, agents, employees, representatives, successors and assigns,** as additional insureds during the Contractor's operations and during completed operations. The additional insured coverage shall be primary and non-contributory to any of the additional insureds' insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by the current Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04 (or their equivalents).

§ 10.3 Performance Bond and Payment Bonds.

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

| Type | Penal Sum |
|---------------------------------------|--------------|
| Payment Bond (AIA Form A312-2010) | Contract Sum |
| Performance Bond (AIA Form A312-2010) | Contract Sum |

The penal sum for each such bond shall be in an amount equal to the Contract Sum. Such bonds shall be issued by an independent corporate surety of recognized financial standing with executive offices in the continental United States, satisfactory to Owner. The Bonds shall include a multiple obligee rider naming Owner as obligee thereunder (and, if required by Owner, naming Woods Services, Inc. and/or Owner's lender(s) or the Bucks County, Pennsylvania Behavioral Health Developmental Programs Managed Care Unit as an obligee(s) thereunder). The performance and payment bonds shall be in such forms as Owner shall reasonably require. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

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

OWNER (Signature)

(Printed name and title)

CONTRACTOR (Signature)

(Printed name and title)

AIA[®] Document A201[®] – 2017

General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

Renovations for New Mollie Woods Psychiatric Hospital
16-Bed Adult Behavioral Health Unit
20 Meadowood Drive
Langhorne, PA 19047

THE OWNER:

(Name, legal status and address)

Woods Community Services, LLC
40 Martin Gross Drive
Langhorne, PA 19047

THE ARCHITECT:

(Name, legal status and address)

Charles Cross Architecture, PC
656 West Valley Road
Wayne, PA 19087

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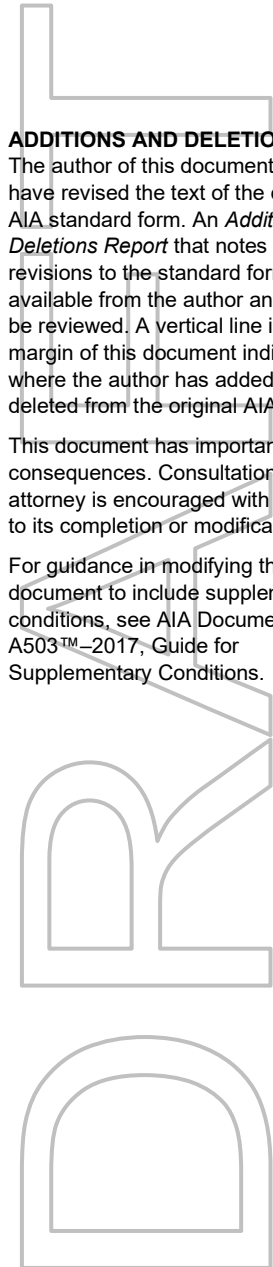
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- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY
- 11 INSURANCE AND BONDS

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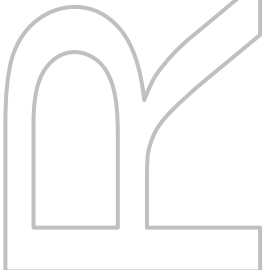
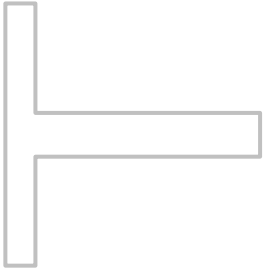
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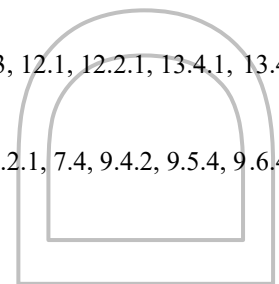
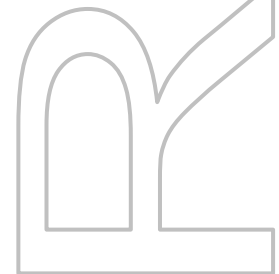
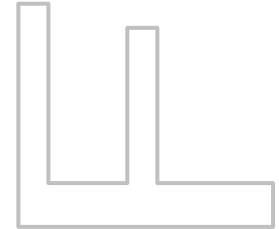
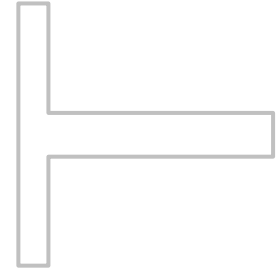
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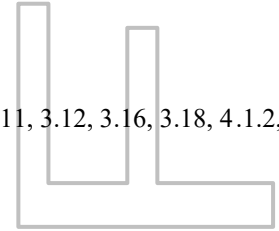
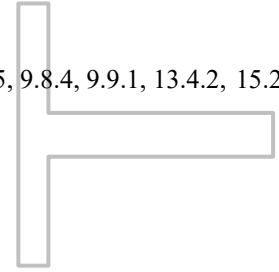
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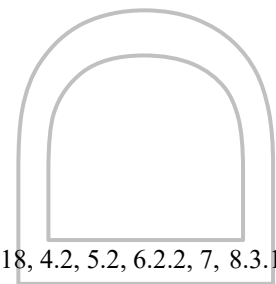
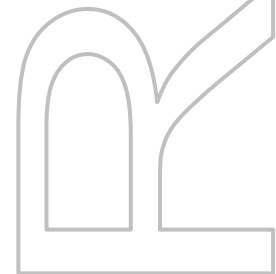
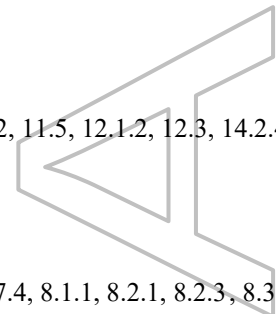
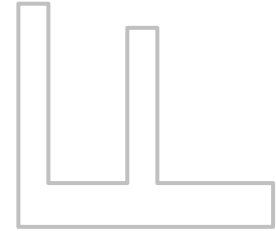
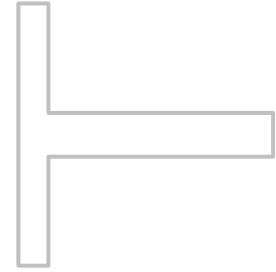
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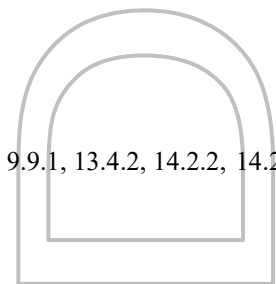
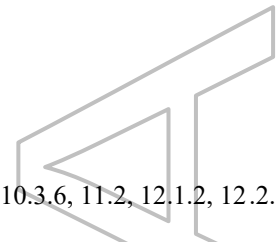
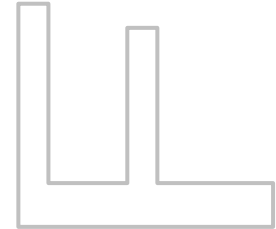
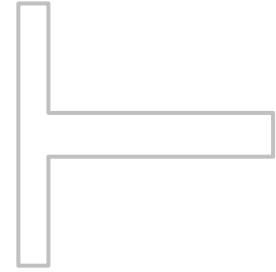
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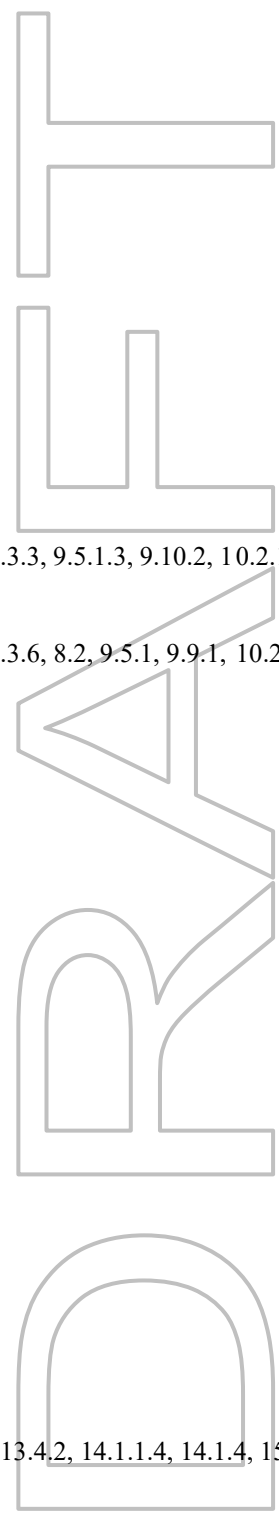
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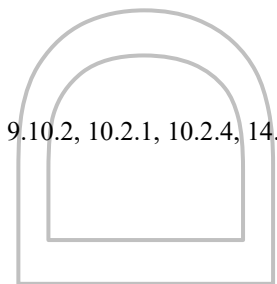
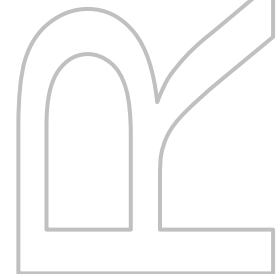
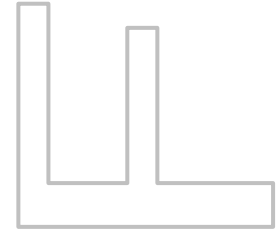
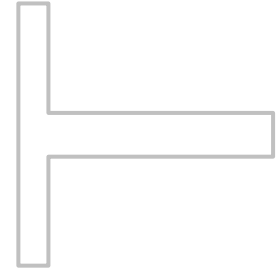
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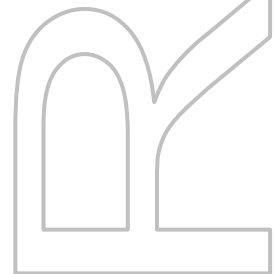
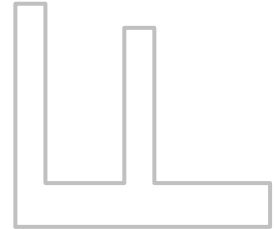
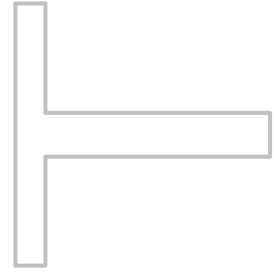
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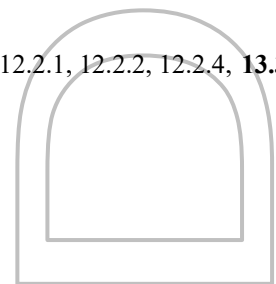
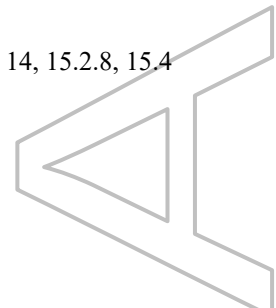
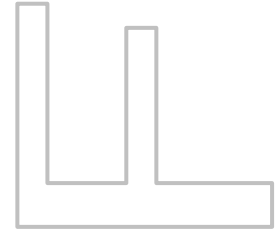
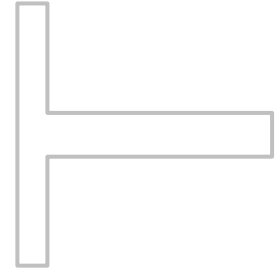
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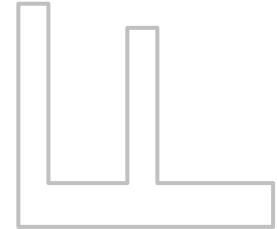
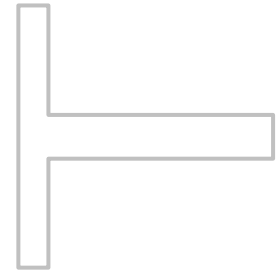
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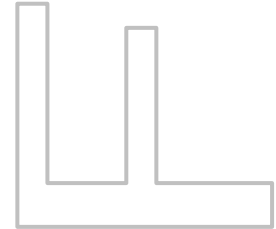
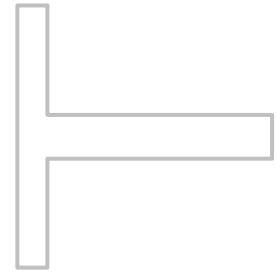
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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

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

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model,

and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements [omitted]

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's

expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall

give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

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

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the

Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-

site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

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

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

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

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and

protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

- § 5.4.1** Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that
- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
 - .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner

or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on

one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;
- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not

involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

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

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy,

required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

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

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall

not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

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

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or

- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

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

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

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

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the

insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial

Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in

addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

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

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- .1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- .2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- .3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- .4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-

subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

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

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

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

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



PROPOSAL FOR SINGLE CONTRACT
FOR THE CONSTRUCTION OF:

Renovations for New 16-Bed
Mollie Woods Psychiatric Hospital
Woods Services, Langhorne, PA 19047

TO: Dawn Diamond

Dear Ms. Diamond,

The Undersigned, having carefully examined the Instructions to Bidders, General Conditions, Supplementary General Conditions, Specifications, Drawings, and all Addenda thereto, prepared by Charles Cross Architecture, PC, and having inspected the site and premises and all conditions affecting the work, hereby proposes to furnish all labor, materials, equipment and incidental necessary to complete all the work required by said documents as follows:

BASE BID: For all work required to complete the construction of all work related to the below referenced project:

Renovations for New 16-Bed
Mollie Woods Psychiatric Hospital
Woods Services, Langhorne, PA 19047

for the total sum of:

_____ Dollars (\$_____)

SCHEDULE OF VALUES:

General Contractors are required to itemize below their total bid:

| <u>Base Bid</u> | <u>Total</u> |
|----------------------|--------------|
| 1. <u>Demolition</u> | _____ |
| 2. <u>Concrete</u> | _____ |
| 3. <u>Masonry</u> | _____ |

| | |
|--------------------------------------|-------|
| 4. <u>Steel</u> | _____ |
| 5. <u>Carpentry</u> | _____ |
| 6. <u>Millwork</u> | _____ |
| 7. <u>Roofing</u> | _____ |
| 8. <u>Doors, Frames, Hardware</u> | _____ |
| 9. <u>Flooring & Tile</u> | _____ |
| 10. <u>Painting</u> | _____ |
| 11. <u>Specialities</u> | _____ |
| 12. <u>Fire Sprinklers</u> | _____ |
| 13. <u>Plumbing</u> | _____ |
| 14. <u>HVAC</u> | _____ |
| 15. <u>Electrical</u> | _____ |
| <u>Subtotal</u> | _____ |
| <u>Construction Contingency (5%)</u> | _____ |
| <u>Allowances</u> | _____ |
| <u>General Conditions</u> | _____ |
| <u>Permit Fees</u> | ===== |
| <u>Performance and Payment Bond</u> | _____ |
| <u>Total</u> | _____ |

CONTRACTOR EXCEPTION:

COMPLETION OF WORK:

The Undersigned agrees, if awarded the contract, to have the work substantially complete (including any accepted alternates) for the above stated compensation within Three Hundred(300) calendar days counting from the date of the Notice to Proceed to date of Substantial Completion. No construction is to begin until stipulation against Mechanics Liens have been filed.

LIST OF MPE SUBCONTRACTORS:

MECHANICAL _____

PLUMBING _____

ELECTRICAL _____

ADDENDA:

The Undersigned acknowledges receipt of the following Addenda to Contract Documents. If none received, write "None".

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

Addendum No. _____ Date: _____

ALLOWANCES:

The Undersigned has included the following allowances as listed in Section 01 29 00 CONTRACT CONSIDERATIONS of the Specifications. Check answer in appropriate space.

Allowance No. 1 (\$45,000.00) Included____ Not Included ____

SIGNATURE:

If bidder is a corporation, write the State of incorporation under signature and affix corporate seal, and if a partnership, give full name of all partners.

Name and address and telephone number of bidder must be placed on envelope containing bid.

Firm Name: _____
(Please Print)

Firm Address: _____
(Please Print)

By: _____ Date: _____

Exhibit “B”

ADDENDUM REGARDING COMPLIANCE WITH FUNDING AGREEMENT

TO

AIA DOCUMENT A101™ - 2017
STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR

This Addendum Regarding Compliance with Funding Agreement (hereinafter the “Compliance Addendum”), is entered into and shall be effective as of the last date below, by and between Woods Community Services, LLC (hereinafter referred to as “Owner”) and [NAME OF CONTRACTOR] (hereinafter referred to as “Contractor”). Contractor and Owner, intending to be legally bound, agree as follows:

1. **Purpose of Compliance Addendum.** This Compliance Addendum modifies and/or supplements the terms of, and is designated as **Exhibit “B”** of, the AIA Document A101™ – 2017 Standard Form of Agreement Between Owner And Contractor (the “Agreement”) between the parties, and any prior agreements, Specifications, Scope of Work, work orders or contracts (including any exhibits) between Contractor and Owner for the provision of construction work by Contractor for the renovation of the Project (known as the Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit located at 20 Meadowood Drive, Langhorne, PA 19047), in conformance with the Contract Documents. This Compliance Addendum will supersede and control any conflicting terms or conditions appearing in the Agreement or in any other Exhibit to the Agreement (excluding any Exhibits attached to this Compliance Addendum). Therefore, notwithstanding anything to the contrary, the provisions contained herein apply to the Work and govern the Work and relationship between Contractor and Owner. Capitalized terms used herein and not otherwise defined shall have the respective meanings ascribed to them in the Agreement

2. **Compliance Generally.** Contractor acknowledges and understands that the Work is funded pursuant to a January 21, 2026 Funding Agreement (“Funding Agreement”) by and between Owner and the County of Bucks (located in the Commonwealth of Pennsylvania), as administered and managed by the Bucks County’ Behavioral Health Developmental Programs Managed Care Unit (hereinafter, collectively the “County”), pursuant to the County’s HealthChoices Behavioral Health Agreement (with the Commonwealth of Pennsylvania, Department of Human Services) to administer the HealthChoices Behavioral Health Program (the “HealthChoices Program”). Selected provisions of the Funding Agreement are attached hereto as Exhibit B.1 (“Selected Funding Agreement Provisions”). Contractor represents and warrants that it is familiar with all requirements applicable to the Work, and Contractor agrees to comply, and to require each of its subcontractors to comply, with all applicable HealthChoices Program requirements (including the provisions set forth in the Selected Funding Agreement Provisions), including providing any and all required documentation necessary for the Owner to demonstrate such compliance. Such compliance, and such documentation of compliance, is of the essence and is a condition precedent to Owner’s obligation to make any payment to Contractor for the Work. Contractor agrees to indemnify, defend, and hold harmless the Owner, Woods Services, Inc., and each of their respective affiliates, related entities, members, officers, agents, and employees from and against any claims, damages, losses, and expenses, including attorney’s fees, arising from Contractor’s failure to comply with the

requirements of the Selected Funding Agreement Provisions, the HealthChoices Program grant or any related regulations.

3. **Final Payment; Releases of Liens.** Final payment shall not become due until Contractor has furnished to Owner: (a) separate Acknowledgements of Final Payment and Releases of Liens, in form satisfactory to Owner and the County, executed by Contractor and each First Tier Claimant who has furnished labor or materials with respect to the Work; (b) separate Acknowledgements of Final Payment and Releases of Liens, in form satisfactory to Owner and the County, executed by each Second Tier Claimant who (i) has furnished labor or materials with respect to the Work, and (ii) with respect to whom Owner has requested a release of liens with respect to such Second Tier Claimant; and (c) and any other Owner-required or County- required project close-out requirements. If any lien remains unsatisfied for any reason after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

4. **PA Prevailing Wage Act.** Contractor shall comply, and require each of its subcontractors to comply, with all provisions of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 et seq., and any applicable regulations issued thereunder. The Contractor shall pay its workers at least the prevailing wages and fringe benefits as determined by the Pennsylvania Department of Labor and Industry for the classification of work performed, in accordance with the requirements of the Prevailing Wage Act, using the “**Building**” (and **NOT** the “**Heavy/Highway**”) prevailing wage and fringe benefit rates set forth in the attached **Prevailing Wage Determination schedule** attached hereto as **Exhibit B.2.** Contractor shall maintain accurate records of the hours worked and wages paid to all employees performing work on the project. Contractor and each of its subcontractors shall submit WEEKLY certified payroll records as required by the Pennsylvania Prevailing Wage Act using the **Weekly Payroll Certification in the form** attached hereto as **Exhibit B.3.** The records shall include the name, address, classification, hourly wage, fringe benefits, and hours worked for each worker employed on the project, and shall be submitted in the format specified by the contracting agency or the Pennsylvania Department of Labor and Industry. Contractor and its subcontractors shall allow the Owner or its representatives, as well as authorized representatives of the Pennsylvania Department of Labor and Industry, to inspect its payroll records and other documentation relating to the payment of prevailing wages on the Work. Contractor and its subcontractors shall make these records available for inspection at all reasonable times. In the event of a failure to comply with the prevailing wage requirements, Contractor agrees to correct such non-compliance promptly upon notification. Failure to comply with the prevailing wage requirements may result in penalties, including but not limited to the withholding of payments due under this contract, suspension or termination of the contract, or other remedies provided by law. Contractor agrees to indemnify, defend, and hold harmless the Owner, its members, officers, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising from Contractor's failure to comply with the Pennsylvania Prevailing Wage Act or any related regulations.

5. **Americans with Disabilities Act.** Contractor and each of its subcontractors shall comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act. Contractor agrees to indemnify, defend, and hold harmless the Owner, its members, officers, agents, and employees from and against any claims, damages, losses, and expenses, including attorney's fees, arising from Contractor's

failure to comply with the foregoing requirements.

6. **Indemnity.** To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless The County of Bucks (in the Commonwealth of Pennsylvania), its Board of Commissioners and its Behavioral Health Developmental Programs Managed Care Unit, any other additional insureds or indemnified parties that Owner is required pursuant to the Funding Agreement to name as an additional insured, and each of their respective directors, elected or appointed officials, officers, employees, representatives, agents, departments and divisions, Owner and all of Owner's affiliated and related entities (including without limitation, Woods Services, Inc.), any and all other affiliates and related entities (regardless of the form of entity of any such affiliate or related entity) of Owner (including without limitation, parent companies and subsidiaries of Owner or of any of Owner's affiliates or related entities), and each of their respective partners, shareholders, members, equity-holders, officers, directors, agents, employees, representatives successors and assigns, from and against claims, actions, suits, charges, judgments, damages, losses and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (including the Work itself), to the extent caused, in whole or in part, by the acts or omissions of Contractor, its subcontractors, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section. In claims against any person or entity indemnified under this Section by an employee of Contractor, the indemnification obligation under Section shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or under any workers' compensation acts, disability benefit acts or other employee benefit acts, and Contractor expressly waives any immunity and defense to this indemnification and defense obligation which may arise under the Workers' Compensation Act, disability benefit acts or other employee benefit acts of any State. The duty to defend shall not apply to professional liability claims.
7. **Subcontractors.** Contractor shall include all of the above requirements in each of its subcontract agreements for the Work.
8. **Equal Opportunity.** The Contractor expressly agrees to comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission (16 PA Code Ch. 49), Title VI of the Civil Rights Act of 1964, as amended, the Pennsylvania Human Relations Act, as amended (43 P.S. Section 951, et seq.), Executive Order No. 11246, as amended by Executive Order No. 11375, and Executive Directive No. 21 (issued by the Governor, September 27, 1971), so that during the term of the Agreement, Contractor agrees as follows:
 - (a) Contractor shall practice non-discrimination in order to ensure that applicants are employed, and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, handicap or disability, use of guide dogs because of blindness of the user, age, sex, or national origin. Such non-discrimination shall include but is not limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or

termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notices to be provided by the Department setting forth the provisions of this non-discrimination clause.

- (b) Contractor shall in solicitations or advertisements placed by it or on its behalf state that all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, handicap or disability, use of guide dogs because of blindness of the user, age, sex, or national origin.
- (c) Contractor shall send each labor union of workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Similar notice shall be sent to every other source or recruitment utilized by the Contractor.
- (d) It shall be no defense to a finding of a non-compliance with Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Contractor had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations.
- (e) When the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that the Contractor will be unable to meet its obligations under Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, Contractor shall then employ and fill vacancies through other employment procedures without regard to race, color, religious creed, ancestry, handicap or disability, use of guide dogs because of blindness of the user, age, sex, or national origin.
- (f) Contractor shall comply with all rules, regulations, opinions and orders by the Governor, the Attorney General, and the Human Relations Commission relating to laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's non-compliance with the non-discrimination clause of the Agreement (including this Compliance Addendum) or with any such rules, regulations, opinions or orders, the Agreement may be cancelled, terminated or suspended in whole or in part, and Contractor may be declared ineligible for further Commonwealth agreements, and such other sanctions may be imposed and remedies invoked as provided by rule, regulation, opinion, or order of the Governor, Attorney General, or the Human Relations Commission, or as otherwise provided by law.
- (g) Contractor shall furnish all information and reports required by the Governor, Attorney General, and the Human Relations Commission, and will permit access to its books, records and accounts by the Department and the Human Relations Commission, for the purposes of investigation to ascertain compliance with provisions of Executive Order 1972-1, any regulations issued by the Pennsylvania Human Relations Commission, and this non-discrimination clause.

- (h) Contractor shall include the provisions of subparagraphs (a) through (i) of this paragraph in every subcontract or purchase order, so that such provisions will be binding upon each subcontractor or vendor or other person.
- 1.) Contractor will take such action with respect to any subcontract or purchase order as the Owner may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Owner, Contractor may request the Owner to in turn request the United States, the Commonwealth of Pennsylvania, or the Department of Public Welfare to enter into such litigation to protect their respective interests.
- (i) The terms used in this non-discrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission (16 PA. Code Ch. 49).
- (j) Contractor will comply with all provisions of President's Executive Order No. 11246 of September 24, 1965, and the rules, regulations, and relevant orders of the United States Secretary of Labor, and with the provisions of Governor's Executive Directive No. 21 of September 27, 1971, and the rules, regulations, and relevant directives thereto.
- (k) Contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the County, Department of Public Welfare, and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (l) In the event of Contractor non-compliance with this Equal Opportunity Section of this Compliance Addendum or with any of the said rules, regulations or orders, the Agreement may, at the sole option of the Owner, be cancelled, terminated, or suspended, in whole or in part, and Contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.
9. **Miscellaneous:** This Compliance Addendum may be executed in several counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall, together, constitute, and be one and the same instrument. The provisions of this Compliance Addendum and the Agreement are severable, and if a court of competent jurisdiction determines that any provision hereof is invalid or void or unenforceable in whole or in part for any reason, such provision shall be enforced to the maximum extent allowed by such court, and all remaining provisions shall remain in full force and effect. In the event of a legal proceeding arising from the Agreement, each party is responsible for its own costs, expenses and attorneys' fees. The parties hereby consent and agree that the exclusive jurisdiction and venue for any proceedings shall be in the area in which the Work is located. No verbal agreements of any kind shall be binding. The Agreement and this Compliance Addendum (together with all the other Contract Documents) contain the entire integrated agreement

and understanding between the Parties hereto and supersedes any prior or contemporaneous written or oral agreements between them respecting the subject matter hereof.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound, have executed this Compliance Addendum as of the day and year last written below.

| | | | |
|------------|----------------------------------|-------------|--|
| Owner: | Woods Community Services, LLC | Contractor: | |
| <i>By:</i> | | <i>By:</i> | |
| Name: | | Name: | |
| Date: | | Date: | |

Exhibit "B.2"

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

| | |
|----------------------------|--|
| Project Name: | New Adult Behavioral Health Unit Mollie Woods Psychiatric Hospital |
| General Description: | Woods Services is pursuing the renovation of their existing Heatherwood Building into a 16-bed adult (18 years plus) Behavioral Health Psychiatric Hospital with a combination of single patient and semi-private bedrooms serving the general community with a focus on Autism. Heatherwood is presently a vacant one-story residence facility on the Woods Services campus that consists of approximately 17,000 square feet and contains 19 private patient bedrooms. |
| Project Locality | 20 Meadowood Drive Langhorne, |
| Awarding Agency: | Bucks County Department of Behavioral Health |
| Contract Award Date: | 3/26/2026 |
| Serial Number: | 26-01632 |
| Project Classification: | Building |
| Determination Date: | 2/19/2026 |
| Assigned Field Office: | Philadelphia |
| Field Office Phone Number: | (215)560-1858 |
| Toll Free Phone Number: | |
| Project County: | Bucks County |

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

| Project: 26-01632 - Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| Asbestos & Insulation Workers | 5/1/2025 | | \$60.84 | \$48.71 | \$109.55 |
| Boilermaker (Commercial, Institutional, and Minor Repair Work) | 3/1/2024 | | \$36.71 | \$19.13 | \$55.84 |
| Boilermakers | 1/1/2024 | | \$52.10 | \$35.72 | \$87.82 |
| Bricklayer | 5/1/2023 | | \$47.50 | \$31.42 | \$78.92 |
| Bricklayer | 5/1/2025 | | \$50.00 | \$32.57 | \$82.57 |
| Carpenter - Chief of Party (Surveying & Layout) | 5/1/2025 | | \$54.59 | \$29.02 | \$83.61 |
| Carpenter - Instrument Person (Surveying & Layout) | 5/1/2025 | | \$47.47 | \$29.02 | \$76.49 |
| Carpenter - Rodman (Surveying & Layout) | 5/1/2025 | | \$23.74 | \$20.62 | \$44.36 |
| Carpenters | 5/1/2025 | | \$47.47 | \$29.02 | \$76.49 |
| Cement Masons | 5/1/2024 | | \$46.70 | \$32.46 | \$79.16 |
| Cement Masons | 5/1/2025 | | \$48.70 | \$32.46 | \$81.16 |
| 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 | 5/1/2024 | | \$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 | 5/1/2024 | | \$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 | 5/1/2025 | | \$40.14 | \$32.35 | \$72.49 |
| Electricians | 5/1/2024 | | \$69.58 | \$45.66 | \$115.24 |
| Electricians | 5/1/2025 | | \$70.97 | \$47.27 | \$118.24 |
| Elevator Constructor | 1/1/2025 | | \$71.85 | \$45.77 | \$117.62 |
| Elevator Constructor | 1/1/2026 | | \$74.86 | \$46.86 | \$121.72 |
| Floor Coverer | 5/1/2025 | | \$51.67 | \$31.69 | \$83.36 |
| Floor Coverer | 5/1/2026 | | \$52.84 | \$32.86 | \$85.70 |
| Glazier | 5/1/2024 | | \$48.00 | \$37.50 | \$85.50 |
| Glazier | 5/1/2025 | | \$49.96 | \$38.34 | \$88.30 |
| Interior Finish | 5/1/2023 | | \$34.60 | \$25.80 | \$60.40 |
| Iron Workers (Bridge, Structural, Ornamental, Precast) | 7/1/2024 | | \$53.20 | \$45.01 | \$98.21 |
| Iron Workers (Riggers) | 7/1/2024 | | \$44.64 | \$34.39 | \$79.03 |
| Iron Workers (Riggers) | 7/1/2025 | | \$44.77 | \$36.27 | \$81.04 |
| Iron Workers (Rodman/Reinforcing) | 7/1/2024 | | \$47.70 | \$34.77 | \$82.47 |
| Iron Workers (Rodman/Reinforcing) | 7/1/2025 | | \$47.80 | \$36.65 | \$84.45 |
| Laborers (Class 01 - See notes) | 5/1/2024 | | \$35.85 | \$26.00 | \$61.85 |
| Laborers (Class 01 - See notes) | 5/1/2025 | | \$37.25 | \$26.10 | \$63.35 |
| Laborers (Class 02 - See notes) | 5/1/2024 | | \$39.40 | \$27.55 | \$66.95 |
| Laborers (Class 02 - See notes) | 5/1/2025 | | \$41.00 | \$27.70 | \$68.70 |
| Laborers (Class 03 - See notes) | 5/1/2024 | | \$36.27 | \$26.18 | \$62.45 |
| Laborers (Class 03 - See notes) | 5/1/2025 | | \$37.67 | \$26.28 | \$63.95 |
| Laborers (Class 04 - See notes) | 5/1/2024 | | \$36.27 | \$26.18 | \$62.45 |
| Laborers (Class 04 - See notes) | 5/1/2025 | | \$37.67 | \$26.28 | \$63.95 |
| Laborers (Class 05 - See notes) | 5/1/2024 | | \$35.85 | \$26.00 | \$61.85 |

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

| Project: 26-01632 - Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| Laborers (Class 05 - See notes) | 5/1/2025 | | \$37.25 | \$26.10 | \$63.35 |
| Landscape Laborer | 5/1/2024 | | \$30.70 | \$24.23 | \$54.93 |
| Landscape Laborer | 5/1/2025 | | \$32.15 | \$24.30 | \$56.45 |
| Marble Finisher | 5/1/2025 | | \$41.17 | \$30.75 | \$71.92 |
| Marble Mason | 5/1/2023 | | \$47.20 | \$31.95 | \$79.15 |
| Mason Tender, Cement | 5/1/2023 | | \$35.02 | \$25.98 | \$61.00 |
| Millwright | 5/1/2025 | | \$57.39 | \$35.81 | \$93.20 |
| Millwright | 5/1/2026 | | \$60.20 | \$35.81 | \$96.01 |
| Operators (Building, Class 01 - See Notes) | 5/1/2025 | | \$54.52 | \$34.49 | \$89.01 |
| Operators (Building, Class 01 - See Notes) | 5/1/2026 | | \$55.67 | \$35.34 | \$91.01 |
| Operators (Building, Class 01A - See Notes) | 5/1/2025 | | \$57.52 | \$35.38 | \$92.90 |
| Operators (Building, Class 01A - See Notes) | 5/1/2026 | | \$58.68 | \$36.22 | \$94.90 |
| Operators (Building, Class 02 - See Notes) | 5/1/2025 | | \$54.27 | \$34.42 | \$88.69 |
| Operators (Building, Class 02 - See Notes) | 5/1/2026 | | \$55.43 | \$35.26 | \$90.69 |
| Operators (Building, Class 02A - See Notes) | 5/1/2025 | | \$57.29 | \$35.29 | \$92.58 |
| Operators (Building, Class 02A - See Notes) | 5/1/2026 | | \$58.44 | \$36.14 | \$94.58 |
| Operators (Building, Class 03 - See Notes) | 5/1/2025 | | \$50.18 | \$33.22 | \$83.40 |
| Operators (Building, Class 03 - See Notes) | 5/1/2026 | | \$51.34 | \$34.06 | \$85.40 |
| Operators (Building, Class 04 - See Notes) | 5/1/2025 | | \$49.88 | \$33.13 | \$83.01 |
| Operators (Building, Class 04 - See Notes) | 5/1/2026 | | \$51.04 | \$33.97 | \$85.01 |
| Operators (Building, Class 05 - See Notes) | 5/1/2025 | | \$48.16 | \$32.62 | \$80.78 |
| Operators (Building, Class 05 - See Notes) | 5/1/2026 | | \$49.32 | \$33.46 | \$82.78 |
| Operators (Building, Class 06 - See Notes) | 5/1/2025 | | \$47.17 | \$32.33 | \$79.50 |
| Operators (Building, Class 06 - See Notes) | 5/1/2026 | | \$48.34 | \$33.16 | \$81.50 |
| Operators (Building, Class 07A- See Notes) | 5/1/2025 | | \$66.26 | \$39.55 | \$105.81 |
| Operators (Building, Class 07A- See Notes) | 5/1/2026 | | \$67.73 | \$40.48 | \$108.21 |
| Operators (Building, Class 07B- See Notes) | 5/1/2025 | | \$65.97 | \$39.46 | \$105.43 |
| Operators (Building, Class 07B- See Notes) | 5/1/2026 | | \$67.44 | \$40.39 | \$107.83 |
| Painters Class 1 (see notes) | 5/1/2024 | | \$42.97 | \$34.11 | \$77.08 |
| Painters Class 1 (see notes) | 5/1/2025 | | \$44.38 | \$34.55 | \$78.93 |
| Painters - Line Stripping | 12/1/2024 | | \$44.12 | \$27.91 | \$72.03 |
| Painters - Line Stripping | 12/1/2025 | | \$45.12 | \$29.41 | \$74.53 |
| Painters Class 4 (see notes) | 5/1/2024 | | \$45.06 | \$34.11 | \$79.17 |
| Painters Class 4 (see notes) | 5/1/2025 | | \$46.47 | \$34.55 | \$81.02 |
| Plasterers | 5/1/2024 | | \$39.88 | \$33.08 | \$72.96 |
| plumber | 5/1/2024 | | \$67.53 | \$38.31 | \$105.84 |
| plumber | 5/1/2025 | | \$70.53 | \$39.46 | \$109.99 |
| Pointers, Caulkers, Cleaners | 5/1/2025 | | \$51.35 | \$31.80 | \$83.15 |
| Roofers (Composition) | 5/1/2024 | | \$44.13 | \$34.77 | \$78.90 |
| Roofers (Composition) | 5/1/2025 | | \$46.03 | \$34.77 | \$80.80 |
| Roofers (Shingle) | 5/1/2024 | | \$34.35 | \$22.20 | \$56.55 |
| Roofers (Slate & Tile) | 5/1/2024 | | \$37.35 | \$22.20 | \$59.55 |
| Sheet Metal Workers | 5/1/2024 | | \$59.22 | \$50.56 | \$109.78 |
| Sheet Metal Workers | 5/1/2025 | | \$62.62 | \$52.17 | \$114.79 |

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

| Project: 26-01632 - Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|-------------------------------------|-----------------------|------------------------|--------------------|------------------------|--------------|
| Sign Makers and Hangars | 7/15/2024 | | \$32.32 | \$25.82 | \$58.14 |
| Sign Makers and Hangars | 7/15/2025 | | \$33.48 | \$26.41 | \$59.89 |
| Sprinklerfitters | 1/1/2023 | | \$62.23 | \$31.99 | \$94.22 |
| Sprinklerfitters | 5/1/2025 | | \$70.37 | \$34.85 | \$105.22 |
| Steamfitters | 5/1/2024 | | \$70.32 | \$43.09 | \$113.41 |
| Steamfitters | 5/1/2025 | | \$72.52 | \$44.89 | \$117.41 |
| Stone Masons | 5/1/2023 | | \$47.20 | \$31.95 | \$79.15 |
| Stone Masons | 5/1/2025 | | \$50.00 | \$32.80 | \$82.80 |
| Terrazzo Finisher | 5/1/2023 | | \$43.75 | \$27.86 | \$71.61 |
| Terrazzo Finisher | 5/1/2025 | | \$45.61 | \$29.41 | \$75.02 |
| Terrazzo Grinder | 5/1/2023 | | \$44.02 | \$27.86 | \$71.88 |
| Terrazzo Grinder | 5/1/2025 | | \$45.88 | \$29.41 | \$75.29 |
| Terrazzo Mechanics | 5/1/2023 | | \$50.26 | \$29.56 | \$79.82 |
| Terrazzo Mechanics | 5/1/2025 | | \$52.21 | \$31.26 | \$83.47 |
| Tile Finisher | 5/1/2023 | | \$39.52 | \$29.30 | \$68.82 |
| Tile Finisher | 5/1/2025 | | \$41.17 | \$30.75 | \$71.92 |
| Tile Setter | 5/1/2023 | | \$50.26 | \$29.56 | \$79.82 |
| Tile Setter | 5/1/2025 | | \$52.21 | \$31.26 | \$83.47 |
| Truckdriver class 1(see notes) | 5/1/2024 | | \$36.79 | \$22.54 | \$59.33 |
| Truckdriver class 2 (see notes) | 5/1/2024 | | \$36.89 | \$22.54 | \$59.43 |
| Window Film / Tint Installer | 6/1/2024 | | \$26.37 | \$14.83 | \$41.20 |
| Window Film / Tint Installer | 6/1/2025 | | \$27.42 | \$15.13 | \$42.55 |

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

| Project: 26-01632 - Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| Bricklayer | 5/1/2025 | | \$50.00 | \$32.57 | \$82.57 |
| Carpenter - Chief of Party (Surveying & Layout) | 5/1/2025 | | \$65.96 | \$30.09 | \$96.05 |
| Carpenter - Chief of Party (Surveying & Layout) | 5/1/2026 | | \$67.52 | \$30.44 | \$97.96 |
| 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) | 5/1/2025 | | \$45.88 | \$23.19 | \$69.07 |
| Carpenter - Rodman (Surveying & Layout) | 5/1/2026 | | \$46.97 | \$23.54 | \$70.51 |
| Carpenter | 5/1/2025 | | \$57.36 | \$30.09 | \$87.45 |
| Carpenter | 5/1/2026 | | \$58.71 | \$30.44 | \$89.15 |
| Cement Masons | 5/1/2023 | | \$43.20 | \$32.91 | \$76.11 |
| Cement Masons | 5/1/2025 | | \$46.55 | \$32.66 | \$79.21 |
| 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 | 5/1/2024 | | \$61.54 | \$41.74 | \$103.28 |
| Dockbuilder/Pile Driver Diver | 5/1/2025 | | \$60.31 | \$44.97 | \$105.28 |
| Dockbuilder/Pile Driver Diver | 5/1/2026 | | \$61.88 | \$45.47 | \$107.35 |
| 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 | 6/3/2024 | | \$62.07 | \$33.96 | \$96.03 |
| Electric Lineman | 6/2/2025 | | \$65.10 | \$34.45 | \$99.55 |
| Iron Workers (Bridge, Structural, Ornamental, Precast) | 7/1/2024 | | \$53.20 | \$45.01 | \$98.21 |
| 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) | 5/1/2024 | | \$38.80 | \$27.65 | \$66.45 |
| Laborers (Class 01 - See notes) | 5/1/2025 | | \$40.20 | \$27.80 | \$68.00 |
| Laborers (Class 02 - See notes) | 5/1/2024 | | \$39.00 | \$27.65 | \$66.65 |
| Laborers (Class 02 - See notes) | 5/1/2025 | | \$40.40 | \$27.80 | \$68.20 |
| Laborers (Class 03 - See notes) | 5/1/2024 | | \$39.00 | \$27.65 | \$66.65 |
| Laborers (Class 03 - See notes) | 5/1/2025 | | \$40.40 | \$27.80 | \$68.20 |
| Laborers (Class 04 - See notes) | 5/1/2024 | | \$33.60 | \$27.65 | \$61.25 |
| Laborers (Class 04 - See notes) | 5/1/2025 | | \$35.00 | \$27.80 | \$62.80 |
| Laborers (Class 05 - See notes) | 5/1/2024 | | \$39.65 | \$27.65 | \$67.30 |
| Laborers (Class 05 - See notes) | 5/1/2025 | | \$41.05 | \$27.80 | \$68.85 |
| Laborers (Class 06 - See notes) | 5/1/2024 | | \$39.70 | \$27.65 | \$67.35 |
| Laborers (Class 06 - See notes) | 5/1/2025 | | \$41.10 | \$27.80 | \$68.90 |
| Laborers (Class 07 - See notes) | 5/1/2024 | | \$39.55 | \$27.65 | \$67.20 |
| Laborers (Class 07 - See notes) | 5/1/2025 | | \$40.95 | \$27.80 | \$68.75 |
| Laborers (Class 08 - See notes) | 5/1/2024 | | \$39.30 | \$27.65 | \$66.95 |
| Laborers (Class 08 - See notes) | 5/1/2025 | | \$40.70 | \$27.80 | \$68.50 |
| Laborers (Class 09 - See notes) | 5/1/2024 | | \$39.15 | \$27.65 | \$66.80 |
| Laborers (Class 09 - See notes) | 5/1/2025 | | \$40.55 | \$27.80 | \$68.35 |
| Laborers (Class 10- See notes) | 5/1/2024 | | \$39.30 | \$27.65 | \$66.95 |

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

| Project: 26-01632 - Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| Laborers (Class 10- See notes) | 5/1/2025 | | \$40.70 | \$27.80 | \$68.50 |
| Laborers (Class 11 -See Notes) | 5/1/2024 | | \$39.20 | \$27.65 | \$66.85 |
| Laborers (Class 11 -See Notes) | 5/1/2025 | | \$40.60 | \$27.80 | \$68.40 |
| Laborers (Class 12 -See Notes) | 5/1/2024 | | \$40.90 | \$27.65 | \$68.55 |
| Laborers (Class 12 -See Notes) | 5/1/2025 | | \$42.30 | \$27.80 | \$70.10 |
| Laborers (Class 13 -See Notes) | 5/1/2024 | | \$42.93 | \$27.65 | \$70.58 |
| Laborers (Class 13 -See Notes) | 5/1/2025 | | \$44.33 | \$27.80 | \$72.13 |
| Laborers (Class 14 -See Notes) | 5/1/2024 | | \$39.50 | \$27.65 | \$67.15 |
| Laborers (Class 14 -See Notes) | 5/1/2025 | | \$40.90 | \$27.80 | \$68.70 |
| Laborers Utility (PGW ONLY) (Flagperson) | 5/1/2025 | | \$34.07 | \$19.73 | \$53.80 |
| Laborers Utility (PGW ONLY) | 5/1/2025 | | \$41.10 | \$19.73 | \$60.83 |
| Landscape Laborer | 5/1/2024 | | \$30.28 | \$24.05 | \$54.33 |
| Landscape Laborer | 5/1/2025 | | \$31.73 | \$24.15 | \$55.88 |
| 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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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 |

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


| Project: 26-01632 - Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| 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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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 |
| 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 - Line Stripping | 12/1/2024 | | \$44.12 | \$27.91 | \$72.03 |
| Painters - Line Stripping | 12/1/2025 | | \$45.12 | \$29.41 | \$74.53 |
| Painters Class 2 (see notes) | 2/1/2025 | | \$50.85 | \$33.91 | \$84.76 |
| Painters Class 2 (see notes) | 2/1/2026 | | \$51.61 | \$35.00 | \$86.61 |
| Painters Class 3 (see notes) | 2/1/2025 | | \$61.81 | \$33.95 | \$95.76 |
| Painters Class 3 (see notes) | 2/1/2026 | | \$62.57 | \$35.04 | \$97.61 |
| Pointers, Caulkers, Cleaners | 5/1/2025 | | \$51.35 | \$31.80 | \$83.15 |
| Steamfitters (Heavy and Highway - Gas Distribution) | 5/1/2024 | | \$66.80 | \$42.93 | \$109.73 |
| Steamfitters (Heavy and Highway - Gas Distribution) | 5/1/2025 | | \$68.89 | \$44.73 | \$113.62 |
| Truckdriver class 1(see notes) | 5/1/2024 | | \$36.64 | \$22.54 | \$59.18 |
| Truckdriver class 2 (see notes) | 5/1/2024 | | \$36.74 | \$22.54 | \$59.28 |

Exhibit "B.3"

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or Subcontractor (Please check one)

ALL INFORMATION MUST BE COMPLETED

| | | | | | |
|-----------------------|------------------|--------------------------|-----------|---|--|
| CONTRACTOR ADDRESS | | SUBCONTRACTOR ADDRESS | |  DEPARTMENT OF LABOR & INDUSTRY <small>COMMONWEALTH OF PENNSYLVANIA</small> BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665 | |
| PAYROLL NUMBER | WEEK ENDING DATE | PROJECT AND LOCATION | | | |
| | | PROJECT SERIAL # | PROJECT # | | |

| EMPLOYEE NAME | APPR. RATE (%) | WORK CLASSIFICATION | DAY AND DATE | | | | | | | S-TIME 0- TIME | BASE HOURLY RATE | TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)* | TOTAL DEDUCTIONS | GROSS PAY FOR PREVAILING RATE JOB(S) | CHECK # |
|---------------|----------------|---------------------|-----------------------|--|--|--|--|--|--|----------------------|------------------|--|------------------|--------------------------------------|---------|
| | | | | | | | | | | | | | | | |
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | |
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*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

_____ for the construction of the above-identified project, acknowledges that:

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

(a) the legal name and the business address of the contractor or subcontractor are: _____

(b) The undersigned is: a single proprietorship a corporation organized in the state of _____
 a partnership other organization (describe) _____

(c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| NAME | TITLE | ADDRESS |
|------|-------|---------|
| | | |
| | | |
| | | |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

 (DATE)

 (SIGNATURE)

 (TITLE)

 SEAL

Taken, sworn and subscribed before me this _____ Day
 of _____ A.D., _____

Exhibit "D"

**WOODS SERVICES
Renovations for New 16-Bed
Mollie Woods Psychiatric Hospital**

LIST OF DRAWINGS

ARCHITECTURAL DRAWINGS

CS COVER SHEET
LS-G GROUND FLOOR LIFE SAFETY PLAN
A1.0 GROUND FLOOR PLAN - EXISTING
A1.1 GROUND FLOOR PLAN - NEW WORK
A2.1 GROUND FLOOR PLAN - DEMOLITION
A2.2 GROUND FLOOR PLAN - DEMOLITION
A3.1 ENLARGED GROUND FLOOR PLAN - NEW WORK
A3.2 ENLARGED GROUND FLOOR PLAN - NEW WORK
A4.1 GROUND FLOOR REFLECTED CEILING PLAN - NEW WORK
A4.2 GROUND FLOOR REFLECTED CEILING PLAN - NEW WORK
A5.1 PARTITION TYPES
A6.1 ELEVATIONS
A6.2 CASEWORK ELEVATIONS & DETAILS
A7.1 DOOR SCHEDULE, NOTES & DETAILS
A7.2 FINISH SCHEDULE, NOTES & DETAILS

INTERIOR DRAWINGS

I-1 INTERIOR FINISH SPECIFICATIONS (NOT ISSUED)
I-2 INTERIOR FINISH PLAN (NOT ISSUED)
I-3 INTERIOR ELEVATIONS (NOT ISSUED)

STRUCTURAL DRAWINGS

S0.1 COVER SHEET
S0.2 GENERAL NOTES
S0.3 GENERAL NOTES
S0.4 SCHEDULE OF SPECIAL INSPECTIONS
S1.1 FOUNDATION & ROOF FRAMING PLANS
S4.1 FOUNDATION DETAILS & SECTIONS
S5.1 FRAMING DETAILS & SECTIONS

MECHANICAL, PLUMBING, FIRE PROTECTION, ELECTRICAL

MECHANICAL

MD-1 OVERALL DEMOLITION FLOOR PLAN - MECHANICAL
MD-2 OVERALL DEMOLITION FLOOR PLAN - MECHANICAL
M-1 OVERALL NEW WORK FLOOR PLAN - MECHANICAL
M-2 DETAILS & SCHEDULES - MECHANICAL

PLUMBING

PD-1 OVERALL DEMOLITION FLOOR PLAN - PLUMBING
P-1 OVERALL NEW WORK FLOOR PLAN - PLUMBING
P-2 OVERALL NEW WORK FLOOR PLAN - PLUMBING
P-3 LEGENDS & SCHEDULES - PLUMBING
P-4 DETAILS - PLUMBING

FIRE PROTECTION

FPD-1 OVERALL DEMOLITION FLOOR PLAN - FIRE PROTECTION
FP-1 OVERALL NEW WORK FLOOR PLAN - FIRE PROTECTION
FP-2 DETAILS & SCHEDULES - FIRE PROTECTION

ELECTRICAL

ED-1 OVERALL DEMOLITION FLOOR PLAN - LIGHTING
ED-2 OVERALL DEMOLITION FLOOR PLAN - POWER
E-1 OVERALL NEW WORK FLOOR PLAN - LIGHTING
E-2 OVERALL NEW WORK FLOOR PLAN - POWER
E-3 OVERALL NEW WORK FLOOR PLAN - SPECIAL SYSTEMS
E-4 DETAILS & SCHEDULES - ELECTRICAL
E-5 SCHEDULES - ELECTRICAL

Exhibit "H"

CONTRACTOR'S QUALIFICATION STATEMENT

This form is approved by Woods Services.

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

SUBMITTED BY: Corporation _____
Partnership _____
NAME: Individual _____
Joint Venture _____
Other _____

ADDRESS:

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

_____ HVAC _____ Electrical
_____ Plumbing _____ Roofing
_____ Other _____ General Remodeling

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:

Date of incorporation:

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:
 - 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 of license numbers, if applicable.
- 2.2 List jurisdictions (counties) 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. List in detail the amount of experience within these categories
- 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 lawsuits or requested arbitration with regard to construction contracts within the last five years?

4. REFERENCES AND SUPPORTING

4.1 Customer References (at least three full contact references):

4.2 Contractor References:

4.3 You are encouraged to include any company specific prepared marketing and job history materials along with this response form

4.4 Insurance (include copy of certificate of insurance):

4.4.1 Name and address of Insurance Agent for General Liability:

Policy Number:
Carrier:

4.4.2 Name and address of insurance agent for workers compensation:

Policy Number:
Carrier:

5.0 SIGNATURE

5.1 Dated at this _____ day of _____, 200__.

Name of Organization:

By:

Title:

Exhibit "C"

Christopher P. Coval, Esquire
Attorney I.D. #93688
Fenningham Dempster & Coval LLP
5 Neshaminy Interplex, Suite 315
Trevose, PA 19053
215-639-4070
ccoval@fsdc-law.com

ATTORNEY FOR
WOODS SERVICES, INC. and
WOODS COMMUNITY SERVICES, LLC

WOODS SERVICES, INC. :
40 Martin Gross Drive :
Langhorne, PA 19047 :

IN THE COURT OF COMMON PLEAS
BUCKS COUNTY, PENNSYLVANIA

and :

WOODS COMMUNITY SERVICES, LLC :
40 Martin Gross Drive :
Langhorne, PA 19047 :

No. _____

Owners :

and :

Name :
Address 1 :
Address 2 :

Contractor :

MECHANICS' LIEN DOCKET

ADVANCE WAIVER OF RIGHT TO FILE MECHANICS' LIEN CLAIMS

WHEREAS, _____ ("Contractor") and Woods Community Services, LLC ("WCS"), have entered into a certain Agreement (being an AIA A101-2017 Standard Form of Agreement Between Owner and Contractor, together with Exhibits, Addenda and attachments thereto, dated as of _____ (the "Contract"), wherein Contractor agreed to furnish, among other things, all the labor, materials and services necessary or contemplated for the construction of certain site improvements and renovations on certain property, known as 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) which is owned by Woods Services, Inc. (the sole member of WCS, hereinafter individually "Woods", and together with WCS, collectively, "Owners").

WHEREAS, Pursuant to the terms of the Contract, Contractor has posted a Payment Bond guaranteeing payment for all labor and materials furnished by parties claiming through Contractor, attached hereto as Exhibit "A."

WHEREAS, WCS and Contractor have agreed that no mechanic's claim or lien shall be filed by any "subcontractor" (as such term is defined in 49 P.S. § 1201) against said structure or property of Woods, or any part thereof, for any work, labor, materials or services furnished or supplied in connection with the Contract.

NOW, THEREFORE, Contractor on behalf of all of its subcontractors and materialmen, and for all persons whomsoever acting or claiming through or under Contractor, them, or any of them, intending to be legally bound hereby, covenants, promises and agrees to and with Owners, and their respective successors and assigns, as follows:

1. No lien of any kind whatsoever shall be filed or maintained by Contractor or any subcontractor, materialman, laborer or any person whomsoever acting or claiming, by, through or under Contractor, them, or any of them, against said structure or property, or the curtilage appurtenant thereto, or any portion thereof, for or on account of any work or labor done or materials or services furnished by them, or any of them, in connection with the Contract.

2. Contractor, for all subcontractors, materialmen and laborers, hereby irrevocably authorizes and empowers any attorney of any Court of the Commonwealth of Pennsylvania, from time to time, to appear as attorney for them, or any of them, in any of said courts and in their, and each of their name or names, as the case may be, to mark satisfied of record, at their cost and expense, any and all claims and liens filed by or for any subcontractor, materialman or laborer, against said property or curtilage, or any part thereof; for such act or acts this instrument shall be good and sufficient warrant and authority; and a reference to the court, term and number, in which and where this Waiver of Liens shall have been filed shall be sufficient evidence of the authority herein contained to warrant such action. Contractor, for all subcontractors, materialmen and laborers, and each of them, does hereby remise, release, quitclaim and forever discharge all rights and all manner of errors, defects and imperfections whatsoever in entering any such satisfaction or satisfactions, or in any wise whatsoever touching or concerning the same.

3. This Waiver of Liens shall be and constitute an independent covenant and shall operate and be effective as well with respect to all work and labor done and materials and services furnished under any modification or amendment of the Contract or under any supplemental or additional contract for extra work, although not herein referred to, as to work and labor done and materials and services furnished under the Contract.

4. Contractor hereby warrants that no work or labor, of whatsoever kind or nature, has as yet been done and that no materials or services whatsoever have as yet been furnished by anyone, under, towards or in connection with the execution or performance of the Contract.

[signature page to follow]

IN WITNESS WHEREOF, Contractor has caused these presents to be executed, under seal, this _____ day of _____.

Witness:

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____:

On this, the _____ day of _____ before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Notary Public
[Notarial Seal]
My Commission Expires:

Exhibit “A”

Copy of Payment Bond

Exhibit "E"

**WOODS SERVICES
Renovations for New 16-Bed
Mollie Woods Psychiatric Hospital**

TECHNICAL SPECIFICATIONS

DIVISION 1: GENERAL REQUIREMENTS

MasterFormat 2011

Section

| | | |
|----------|---|------------------|
| 01 11 00 | Summary of Work | 01 11 00-1 to 4 |
| 01 29 00 | Contract Considerations | 01 29 00-1 to 3 |
| 01 31 00 | Coordination and Meetings | 01 31 00-1 to 6 |
| 01 33 00 | Submittals | 01 33 00-1 to 6 |
| 01 40 00 | Quality Control | 01 40 00-1 to 4 |
| 01 42 00 | Definitions and Standards | 01 42 00-1 to 7 |
| 01 50 00 | Construction Facilities & Temporary Controls | 01 50 00-1 to 5 |
| 01 56 00 | Infection Control Procedures | 01 56 00-1 to 13 |
| 01 60 00 | Material and Equipment | 01 60 00-1 to 3 |
| 01 73 29 | Cutting and Patching | 01 73 29-1 to 3 |
| 01 77 00 | Project Closeout | 01 77 00-1 to 6 |

DIVISION 2: SITE PREPARATION

MasterFormat 2011

Section

| | | |
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| 02 41 19 | Selective Demolition | 02 41 19-1 to 2 |
| 02 75 10 | Cement Concrete Pavement | 02 75 10-1 to 14 |
| 02 76 40 | Pavement Joint Sealants | 02 76 40-1 to 6 |

02 92 00 Lawns and Grasses 02 92 00-1 to 9
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DIVISION 3: CONCRETE

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Section

03 54 00 Concrete Leveling Course 03 54 00-1 to 2

DIVISION 4: MASONRY

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Section

04 20 00 Unit Masonry 04 20 00-1 to 4

DIVISION 5: METALS

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Section

05 12 00 Structural Steel 05 12 00-1 to 12
05 40 00 Cold-Formed Metal Framing 05 40 00-1 to 10
05 50 00 Metal Fabrications 05 50 00-1 to 3

DIVISION 6: WOOD & PLASTICS

MasterFormat 2011

Section

06 10 00 Rough Carpentry 06 10 00-1 to 2
06 20 00 Finish Carpentry 06 20 00-1 to 5

DIVISION 7: THERMAL AND MOISTURE PROTECTION

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Section

07 81 00 Spray-On Fireproofing 07 81 00-1 to 9
07 84 13 Through-Penetration Firestop
Systems 07 84 13-1 of 1
07 84 43 Fire-Resistive Joint Systems 07 84 43-1 to 2
07 92 00 Joint Sealers 07 92 00-1 to 4

DIVISION 8: DOORS, WINDOWS AND GLASS

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Section

08 11 00 Custom Steel Doors & Frames 08 11 00-1 to 3
08 14 00 Wood Doors 08 14 00-1 to 3
08 31 00 Access Doors 08 14 00-1 to 2

08 51 13 Aluminum Windows 08 51 13-1 to 10
08 71 00 Door Hardware 08 71 00-1 to 3
08 80 00 Glazing 08 80 00-1 to 4

DIVISION 9: FINISHES

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Section

09 20 00 Gypsum Board System 09 20 00-1 to 4
09 30 13 Ceramic Tile 09 30 13-1 to 4
09 65 00 Resilient Flooring 09 65 00-1 to 4
09 73 00 Epoxy Resin Flooring 09 73 00-1 to 5
09 90 00 Painting 09 90 00-1 to 6

DIVISION 10: SPECIALTIES

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Section

10 26 00 Wall Surface Protection 10 26 00-1 to 2
10 28 00 Toilet & Bath Accessories 10 28 00-1 to 3
10 44 00 Fire Extinguishers 10 44 00-1 to 3
10 51 13 Wardrobe Lockers 10 51 13-1 to 2
10 99 00 Miscellaneous Items 10 99 00-1 to 2

DIVISION 11: EQUIPMENT

See Drawings

DIVISION 12: FURNISHINGS

NOT APPLICABLE

DIVISION 13: SPECIAL CONSTRUCTION

NOT APPLICABLE

DIVISION 14: CONVEYING SYSTEM

NOT APPLICABLE

DIVISION 21: FIRE PROTECTION WORK

SEE DRAWINGS

—
DIVISION 22: PLUMBING WORK

SEE DRAWINGS

DIVISION 23: MECHANICAL WORK

SEE DRAWINGS

DIVISION 26: ELECTRICAL WORK

SEE DRAWINGS

Exhibit "B.1"

SELECTED FUNDING AGREEMENT PROVISIONS

VII. GENERAL CONDITIONS.

F. Contract Modification, Amendment and Termination

1. **Term.** This Agreement shall commence on the Effective Date and continue in full force and effect Parties until the later of the final payment hereunder is received by the Provider or until the acquisition of services and/or property, real or personal, or any construction, improvement and/or renovation funded, in whole or in part, by this Agreement is completed (the "Term"), subject, however, to any preservation of rights or securing of interests by or of COUNTY as provided or intended by the terms and conditions of this Agreement, which rights and interests so preserved and/or secured shall survive the termination of this Agreement. COUNTY's right to enforce the Provider's compliance with the terms and conditions of this Agreement shall survive the termination of the Agreement.

2. **Termination by COUNTY.** In addition to any other provisions of this Agreement by which termination may occur, this Agreement may be terminated by COUNTY upon the happening of any of the following events and upon compliance with the notice provisions set forth below:

(a) **Without Cause Upon Notice.** COUNTY may terminate this Agreement at any time upon giving ninety (90) days prior written Notice to the Program Provider,

(b) **Upon Termination of the DHS Agreement.** If [the Commonwealth of Pennsylvania, Department of Human Services](referred to as DHS) terminates the DHS Agreement, with or without cause, COUNTY may terminate this Agreement upon giving seven (7) days prior written notice to the Provider.

(c) **Termination for Cause.** COUNTY may terminate this Agreement for cause upon fifteen (15) days prior written notice unless the termination for cause is due to theft or fraud or the-misapplication or misappropriation of Reinvestment Funds paid pursuant to this Agreement by the Provider or one of its subcontractors. In the event termination for cause is due to theft or fraud or the misapplication or misappropriation of Reinvestment Funds paid pursuant to this Agreement by the Provider or one of its contractors, COUNTY may terminate this Agreement immediately upon the issuance of written notice thereof. The notice shall set forth the grounds for termination and, for termination under Section 2, subparagraphs (b) and (c), Provider with has an opportunity to respond to allegation of theft or fraud within ten (10) days notice. For termination under Section 2. Subparagraphs herein, shall provide the Provider with ten (10) days in which to initiate corrective action and cure the deficiency (hereinafter the "cure period"). If corrective action is not completed to the reasonable satisfaction of COUNTY within the cure period, the termination will be effective at the expiration of the cure period. In the event COUNTY, in its sole discretion, determines that the deficiency by its nature cannot be cured within the cure period, upon demonstration by the Provider that it has initiated and diligently and without interruption

proceeded towards the completion of the corrective action and that it has made substantial progress but has a substantial need for additional time to effect a cure, COUNTY, at its sole election, with the consent and approval of DHS, if necessary, may grant the Provider an extension of the termination of the cure period, the length of said extension period to be determined in the sole discretion of COUNTY. In any event, however, if the deficiency is not cured to the sole satisfaction of COUNTY, with the consent and approval of DHS, if necessary, the termination of this Agreement shall become effective immediately upon the later of the termination of the cure period or any extension thereof. For purposes of this Agreement, "cause" shall be defined as any one of the following:

(1.) The Provider defaults in the performance of any material duties or obligations hereunder or is in material breach of any provision of this Agreement whether or not such default or material breach results from an action or omission of any of its subcontractors; or

(2.) The Provider or any of its subcontractors misapplies or misappropriates Reinvestment Funds paid pursuant to this Agreement; or

(3.) The Provider loses or has suspended its enrollment in the MA program; or

(4.) The Provider loses or has suspended its license or certification necessary to perform the services it was to render in the Program;

(5.) COUNTY, in its sole discretion, determines that the Provider made a material misrepresentation in the information or data it submitted to COUNTY, and thereby DHS, in the [Reinvestment Plan] ("Plan"); or

(6.) The Provider or its parent is suspended or disbarred by the federal or any state government;

(7.) COUNTY, in its sole discretion, determines that the unmet or under-met mental health and drug and alcohol treatment needs of MA-eligible persons which the Program was intended to address does not exist or is not substantial enough to merit a continuation of the Program; or

(8.) An adverse material change in circumstances affecting the Plan, the Program or the Provider occurs as described in Section 3, Paragraphs b and c hereinabove; or

(9.) If the Provider shall dissolve, make an assignment for the benefit of its creditors, or there shall be instituted by or against the Provider a petition initiating any case under the United States Bankruptcy Code or any analogous state law relating to insolvency or relief for debtors, or a petition for the appointment of a receiver, trustee or other representative or for similar relief under any federal or state law, or if a receiver, trustee or other judicial representative is appointed for either of them or a material portion of the assets of either of them; provided, however, that if any of the above proceedings are commenced against the Provider, and the Provider contests such proceedings, such event shall not constitute "Cause"

hereunder unless such proceedings are not dismissed within ninety (90) days after commencement thereof; or

(10.) The Provider fails to timely and/or properly implement or operate the Program in accordance with the terms and conditions of this Agreement, including the Plan and any other documents and representations incorporated herein.

3. **Termination Due to Unavailability of Funds/ Approvals.** COUNTY shall notify the Provider within twenty-four (24) hours of receipt of notice that any of the following events has occurred. COUNTY may terminate this Agreement consistent with the terms of the notice it receives concerning any of these events:

(a) Notification by the United States Department of Health and Human Services of the withdrawal of federal financial participation in all or a material part of the cost hereof for covered services/contracts; or

(b) Notification to or a determination by COUNTY that there will be a material unavailability of funds for the operation of the Program in the County; or

(c) Notification that the federal, Commonwealth, and/or local approvals necessary to operate the Health Choices Program or the Program in the County will not be obtained, retained, or renewed; or

(d) Notification by any federal, Commonwealth or local agency or department that the authority under which the Program Provider operates, is subject to suspension or revocation proceedings or sanctions, has been suspended, limited or curtailed to any material extent, or has been revoked, or has expired and will not be renewed.

4. **Termination due to Force Majeure Event.** In the event of a major disaster or epidemic as declared by the Governor of the Commonwealth of Pennsylvania, or act of any military or civil authority, outage of communications, power or other utility, the Provider shall operate the Program as may be practical. The Provider shall not be liable nor deemed to be in default for any nonperformance of or noncompliance with this Agreement when such nonperformance or noncompliance is the direct or proximate result of the depletion of staff or facilities by the major disaster or epidemic or act of any military or civil authority, outage of communications, power or other utility; provided, however, that COUNTY may terminate this Agreement if, as a result of the occurrence and continuation of a Force Majeure event as identified above, in the sole determination of COUNTY, the ability of the Program to implement and/or operate the Program or COUNTY's ability to operate the Health Choices Program is substantially interrupted. COUNTY may also terminate this Agreement if such a determination regarding COUNTY and/or the Program Provider resulting from a Force Majeure is made by DHS. In either such event, COUNTY will give the Provider ten (10) days written notice of any termination pursuant to this Subparagraph, and such notice shall set forth the proposed termination date.

5. **COUNTY's Rights and/or Remedies upon Termination for Cause.** Any termination of this Agreement by COUNTY for cause shall constitute a default by the Provider of its obligations and responsibilities under this Agreement and shall entitle COUNTY to pursue any right or remedy it may have against or collect any damages it may be entitled to receive from the Provider pursuant to this Agreement in addition to any rights or remedies it may have against the Provider at law or in equity for a breach of the terms and conditions hereof and/or a default hereunder.

6. **Cessation, Suspension or Withholding of Payment of Reinvestment Funds Upon Notice of Termination.** Notwithstanding any other provision of this Agreement to the contrary, upon the issuance by COUNTY of any notice of termination as hereinabove provided, COUNTY reserves the right, in its sole discretion, to immediately cease, suspend and/or withhold the payment of any Reinvestment Funds to be paid to the Provider pursuant to this Agreement. In the event of the issuance of any notice of termination and the cessation, suspension or withholding by COUNTY of the payment of Reinvestment Funds hereunder, COUNTY shall be relieved of any and all liabilities and obligations hereunder and/or herefrom, including any claim for consequential damages to the Provider which otherwise could have been sought by the Provider for any and all losses due to expenditures and/or financial commitments incurred on the basis of entering into this Agreement and the Provider hereby releases COUNTY from any and all liability for any and all claims which it has or may have which could or might arise or may have arisen as a result of COUNTY's cessation, suspension or withholding of the payment of Reinvestment Funds hereunder.

L. Suspension or Debarment

2. If Provider enters into subcontracts or employees under this contract any subcontractors/individuals who are currently suspended or debarred by the State or Federal government during the term of this contract or any extension or renewals thereof, the County shall have the right to require the provider to terminate such subcontracts or employment.

3. The Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the Provider's compliance with terms of this or any other agreement between the Provider and the County which result in the suspension or debarment of the Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime travel and lodging expenses, and expert witness and documentary fees. The Provider shall not be responsible for investigative costs for investigations which do not result in the Provider's suspension or debarment.

4. The Provider may obtain the current list of suspended and debarred providers by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

Telephone No. (717)783-6472
Fax No. (717)787-9138

M. Equal Employment Opportunity

Provider expressly agrees to comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission (6 PA Code Ch. 49), Title VI of the Civil Rights Act of 1964, as amended, the Pennsylvania Human Relations Act, as amended (43 P.S. Section 951, et seq.), Executive Order No. 11246, as amended by Executive Order No. 11365, and Executive Directive No. 21 (issued by the Governor, September 27, 1971), so that during the term of this Agreement, Provider agrees as follows:

1. Provider shall practice non-discrimination in order to ensure that applicants employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, handicap or disability, use of guide dogs because of blindness of the user, age, sex, or national origin. Such non-discrimination shall include, but is not limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notices to be provided by the Department setting forth the provisions of this non-discrimination clause.

3. Provider shall send each labor union of workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Similar notice shall be sent to every other source or recruitment utilized by the Provider.

4. It shall be no defense to a finding of a non-compliance with Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Provider had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations.

5. When the practices of a union or any training, program or other source of recruitment will result in the exclusion of minority group persons, so that the Provider will be unable to meet its obligations under Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, Provider shall then employ and fill vacancies through other employment procedures without regard to race, color, religious creed, ancestry, handicap or disability, use of guide dogs because of blindness of the user, age, sex, or national origin.

8(a). Provider will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event Provider becomes involved in, or is

threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Provider may request the United States, the Commonwealth of Pennsylvania, or the Department of Public Welfare to enter into such litigation to protect their respective interests.

O. Provisions concerning the Americans with Disabilities Act

1. Pursuant to Federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the County of County through contracts with outside contractors

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the County of County from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the County of County as a result of the Contractor's failure to comply with the provisions of paragraph 1, above.

P. Certification regarding environmental tobacco smoke.

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local government, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing this Agreement, the provider/contractor (for acquisitions or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

VII. ADMINISTRATIVE REQUIREMENTS

B. Reporting and Procurement Procedures

1. Payment Procedures The County will pay Provider funds available under this Agreement based upon an invoice and appropriate backup submitted by the Provider and consistent with any approved budget and County policy concerning payments. Payments will be made for eligible expenses actually incurred by Provider, and not to exceed actual cash requirements of the eligible expenses.

Payments will be made in accordance with the County's policy of Net 30 Date-of-Invoice unless other arrangements have been made by the Provider or the requirement is waived by the County Controller's Department

2. Content Provider shall cause all of the provisions of this Agreement to be included in and made a part of any contract executed in the performance of this Agreement

C. Procurement, Suspension and Debarment

1. General Policy Provider must ensure adherence to all applicable local, State and Federal Procurement laws and regulations. Provider shall maintain an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with contractors or subcontractors that are suspended, debarred or otherwise ineligible from participating in Federal Assistance Programs, All procurement transactions for property or services must be conducted in a manner providing full and open competition.

2. Prevailing Minimum Wage Determination The Provider is hereby notified that, in the event that project costs exceed twenty-five thousand dollars (\$25,000), this contract will be subject to the provisions, duties, obligations, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 et seq., as amended, which is incorporated herein by reference as if fully set forth herein. In the event that Provider learns that project costs are likely to exceed twenty-five thousand dollars (\$25,000), it must immediately notify the County of the anticipated project costs, and in such case, compliance with said Pennsylvania Prevailing Wage Act is mandatory and the Prevailing Minimum Wage Predetermination will be attached and made part of this Agreement as approved by the Secretary of Labor and Industry. If a job classification is not covered by the Prevailing Wage Predetermination, the Provider may not pay individuals in that classification less than the lowest rate for laborers, as set out in the predetermination.

XV. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted this Agreement. The parties confer exclusive jurisdiction to interpret and enforce this Agreement upon the Bucks County Court of Common Pleas and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

Exhibit "F.1" - Acknowledgment of Progress Payment and Release of Liens (Contractor)

**ACKNOWLEDGMENT OF PROGRESS
PAYMENT AND RELEASE OF LIENS**

[NAME OF CONTRACTOR] ("Contractor") hereby acknowledges that, upon receipt from Woods Community Services, LLC. ("Owner") of the sum of \$ _____ (the "Progress Payment"), such Progress Payment shall constitute payment in full of the amount presently due from Owner to Contractor for labor performed or materials furnished by Contractor, and any and all subcontractors, sub-subcontractors and materialmen, pursuant to that certain Construction Contract between Owner and Contractor dated _____, as modified by and including any and all change orders, extras, additions, substitutions and omissions (the "Contract"), in connection with the construction of Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit, together with all related improvements (the "Project") located at 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) (the "Property").

The Progress Payment is more particularly described in the application for payment, dated _____, 202_ (the "Application"), which Application is incorporated herein by this reference.

Contractor hereby represents and warrants to Owner that (i) except for retainage in the amount of \$ _____ and as listed below, the Progress Payment constitutes payment in full of all amounts presently due from Owner to Contractor for labor performed and materials furnished pursuant to the Contract, (ii) no notice of intention or mechanic's or materialman's lien or claim has been filed against the Property by Contractor, (iii) to the best of Contractor's knowledge, information and belief, no notice of intention, stop notice or mechanic's or materialman's lien or claim has been filed against the Property by anyone who has performed labor or furnished materials with respect to the Project, (iv) there is no known basis for the filing of any mechanic's or materialman's lien, claim or stop notice with respect to the Project, (v) releases, in a form previously approved by Owner, have been obtained by Contractor from all subcontractors, sub-subcontractors and materialmen who are entitled to receive a portion of the Progress Payment, and (vi) all subcontractors, sub-subcontractors and materialmen who were entitled to receive a portion of any prior progress payment have been paid in full to the extent of that entitlement.

Contractor, on behalf of itself and all subcontractors, sub-subcontractors and materialmen, for and in consideration of the Progress Payment, hereby forever waives, releases and relinquishes any and all liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, for labor performed or materials furnished in connection with the Application.

Contractor further declares that by signing and sealing this instrument, Contractor shall be completely estopped from filing or maintaining any and all liens and claims against the Project and the Property for or with respect to the work described in the Application, but only to the extent that payment is received for such work, and that in the event that any lien or claim is filed, Contractor shall immediately take steps to cause any such lien to be discharged and satisfied. Contractor shall indemnify, defend and hold harmless Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out or resulting from the assertion of any mechanic's lien or claim or the filing of any mechanic's lien, claim, notice of intention or stop notice against the Project or the Property or the failure to discharge mechanic's liens, claims and other filings as aforesaid.

IN WITNESS WHEREOF, Contractor, intending to be legally bound hereby, has caused this instrument to be executed, under seal, as of this ____ day of ____ 202_.

CONTRACTOR:

By: _____ (Corporate Seal)
Print Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
_____ day of _____, 20__

NOTARY PUBLIC

Exhibit "F.2" - Acknowledgment of Progress Payment and Release of Liens (Subcontractor)

ACKNOWLEDGEMENT OF PROGRESS PAYMENT AND RELEASE OF CLAIMS AND LIENS

Project Description: Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit

Property Description: 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001)

Owner: Woods Community Services, LLC

1. The undersigned acknowledges all sums due on the project are paid to date and the undersigned waives and releases all rights he/she/it has to assert claims of any kind, including, without limitation, those arising from mechanic's lien, materialman's lien, construction lien, or other lien rights, against Contractor, the Owner or any interest of the Owner or others in the Property (including without limitation, and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns), with respect to work performed or labor, materials, or equipment supplied through _____ ("Applicable Release Date")

2. As an inducement to making the requested payment, the undersigned represents and warrants the following:
(a) all payments due have been made to date, less retainage, for all work performed and labor, materials, and equipment supplied in connection with the Project through the Applicable Release Date; and

(b) there are no outstanding claims with respect to work performed on the Project, or labor, materials, or equipment supplied for the Project through the Applicable Release Date, except for those listed on the reverse of this page; and

(c) the undersigned has not assigned any claim or lien right against the owner or its property to any other person or entity; and

(d) all persons or entities from whom the Subcontractor obtained labor, materials, or equipment for the Project have been paid in full and no such person or entity has any claim or lien against the Project for work performed on the Project, or labor, materials, or equipment supplied for the Project, through the Applicable Release Date; and

(e) no security interest has been given or executed by the undersigned in connection with any materials or equipment placed upon or installed in the Project.

Company Name: _____

Address: _____

BY: _____ (Corporate Seal)
(Signature)

Typed Name and Title: _____

Date: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS

_____ day of _____, 20__

NOTARY PUBLIC

Exhibit "F.3" - Acknowledgement of Final Payment and Release of Liens (Contractor)

**ACKNOWLEDGMENT OF FINAL
PAYMENT AND RELEASE OF LIENS**

[NAME OF CONTRACTOR] ("Contractor") hereby acknowledges that, upon receipt from Woods Community Services, LLC ("Owner"), of the sum of \$ _____ (the "Final Payment"), such Final Payment shall constitute the final payment due to Contractor for labor performed or materials furnished by Contractor, and any and all subcontractors, sub-subcontractors and materialmen, pursuant to that certain Construction Contract between Owner and Contractor dated _____, as modified by and including any and all change orders, extras, additions, substitutions and omissions (the "Contract"), in connection with the construction of the Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit, , together with all related site improvements (the "Project") located at 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) (the "Property").

Contractor hereby acknowledges that the Final Payment constitutes payment in full of all amounts owed by Owner to Contractor for the labor performed and materials furnished pursuant to the Contract.

Contractor, for and in consideration of the Final Payment and all other payments made pursuant to the Contract, hereby forever waives, releases and relinquishes any and all liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, for labor performed or materials furnished in connection with the construction of the Project. Owner, and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, shall hereafter have, hold and enjoy the Project and the Property free and discharged from all liens, claims and demands whatsoever which Contractor, has or might have on or against the Project, the Property or Owner.

Contractor hereby certifies and acknowledges, that it has received the sum of \$ _____ (the "Contract Price") in full consideration of all claims and demands whatsoever against or on account of labor performed or materials furnished in connection with the Project. The Contract Price includes all amounts due to Contractor, including, without limitation, amounts due for extras, change orders, additions, substitutions, retainage and, if applicable, savings participation. Contractor further certifies and acknowledges that all work required under subcontracts between Contractor and its subcontractors has been completed, and that all payments required for labor performed and materials furnished under such subcontracts have been paid in full.

Contractor further declares that by signing and sealing this instrument, Contractor shall be completely estopped from filing or maintaining any and all liens and claims against the Project and the Property, and that in the event that any lien or claim is filed, Contractor shall immediately take steps to cause any such lien or claim to be discharged and satisfied. Contractor shall indemnify defend and hold harmless Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out or resulting from the assertion of any mechanic's lien or claim or the filing of any mechanic's lien, claim, notice of intention or stop notice against the Project or the Property or the failure to discharge mechanic's liens or claims and other filings as aforesaid.

IN WITNESS WHEREOF, Contractor, intending to be legally bound hereby, has caused this instrument to be executed, under seal, as of this ____ day of _____, 202__.

CONTRACTOR: [NAME OF CONTRACTOR]

By: _____ (Corporate Seal)
Print Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
_____ day of _____, 20__

NOTARY PUBLIC

Exhibit "F.4" - Final Release of Liens (Subcontractor)

**FINAL RELEASE OF LIENS AND
GENERAL RELEASE AND INDEMNITY**

KNOW ALL MEN BY THESE PRESENTS, that _____ (the "SUBCONTRACTOR"), in consideration of final payment in the amount of \$ _____ on the Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit ("Project") located at 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) ("Property"), and for other good and valuable consideration, receipt of which is acknowledged by signing this Final Release of Liens and General Release and Indemnity, hereby releases and discharges, for itself, its successors and assigns, and all of its related and subsidiary corporations, Woods Community Services, LLC, and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns (collectively, "Owner") and their respective officers, directors and employees, successors and assigns of such corporations, of and from all actions and causes of actions, suits, debts, contracts, agreements, claims and demands of whatsoever kind of nature, in law or equity, known or unknown, foreseen and unforeseen, which the undersigned now has or may hereafter have, arising out of, relating to, on in connection with all labor, materials and equipment furnished and delivered pursuant to the Agreement dated _____, between Contractor, [NAME OF CONTRACTOR] ("Contractor") and SUBCONTRACTOR, as modified, relating to, arising out of, or in connection with the Project, which the undersigned ever had, now has, or any of them hereafter can, shall, or may have, for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

The undersigned does hereby release waive and forever relinquish unto the Owner, the Property and Contractor, all stop notice rights, liens, demands and claims of lien, whatever which the undersigned now has, might or could hereafter have against said Owner (including without limitation, Woods Services, Inc.), or on or against the Project or the Property.

The undersigned assumes entire responsibility and liability for any and all claims and/or damages of any nature or character whatsoever for which SUBCONTRACTOR shall be liable under the Contract Documents, or by operation of law, with respect to the Project covered by the aforementioned Agreement, and agrees to defend, indemnify and save Owner (including without limitation, Woods Services, Inc.) harmless from and against all claims, demands, liabilities, interests, loss, damage, attorney's fees, costs and expense of whatsoever kind or nature, whether for property damage or personal injuries (including death) to any and all person, whether employees of Owner (including without limitation, Woods Services, Inc.), or otherwise caused or occasioned thereby, resulting therefrom, arising out of or therefrom, or occurring in connection therewith or as imposed by law, limited to the scope of the subject matter of said subcontract. The undersigned further agrees to defend, indemnify and save Owner (including without limitation, Woods Services, Inc.) and Contractor harmless from any and all manner of claims, damages or suits, including all costs and expenses (including attorneys' fees) which Owner (including without limitation, Woods Services, Inc.) may incur or sustain in connection with same.

IN WITNESS WHEREOF, the undersigned has caused this General Release and Indemnity Agreement to be signed this ____ day of _____, 20__.

[NAME OF SUBCONTRACTOR] (SUBCONTRACTOR)

By: _____ (Corporate Seal)
Print Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
_____ day of _____, 20__

NOTARY PUBLIC

Exhibit "B.2"

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

| | |
|----------------------------|--|
| Project Name: | New Adult Behavioral Health Unit Mollie Woods Psychiatric Hospital |
| General Description: | Woods Services is pursuing the renovation of their existing Heatherwood Building into a 16-bed adult (18 years plus) Behavioral Health Psychiatric Hospital with a combination of single patient and semi-private bedrooms serving the general community with a focus on Autism. Heatherwood is presently a vacant one-story residence facility on the Woods Services campus that consists of approximately 17,000 square feet and contains 19 private patient bedrooms. |
| Project Locality | 20 Meadowood Drive Langhorne, |
| Awarding Agency: | Bucks County Department of Behavioral Health |
| Contract Award Date: | 3/26/2026 |
| Serial Number: | 26-01632 |
| Project Classification: | Building |
| Determination Date: | 2/19/2026 |
| Assigned Field Office: | Philadelphia |
| Field Office Phone Number: | (215)560-1858 |
| Toll Free Phone Number: | |
| Project County: | Bucks County |

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

| Project: 26-01632 - Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| Asbestos & Insulation Workers | 5/1/2025 | | \$60.84 | \$48.71 | \$109.55 |
| Boilermaker (Commercial, Institutional, and Minor Repair Work) | 3/1/2024 | | \$36.71 | \$19.13 | \$55.84 |
| Boilermakers | 1/1/2024 | | \$52.10 | \$35.72 | \$87.82 |
| Bricklayer | 5/1/2023 | | \$47.50 | \$31.42 | \$78.92 |
| Bricklayer | 5/1/2025 | | \$50.00 | \$32.57 | \$82.57 |
| Carpenter - Chief of Party (Surveying & Layout) | 5/1/2025 | | \$54.59 | \$29.02 | \$83.61 |
| Carpenter - Instrument Person (Surveying & Layout) | 5/1/2025 | | \$47.47 | \$29.02 | \$76.49 |
| Carpenter - Rodman (Surveying & Layout) | 5/1/2025 | | \$23.74 | \$20.62 | \$44.36 |
| Carpenters | 5/1/2025 | | \$47.47 | \$29.02 | \$76.49 |
| Cement Masons | 5/1/2024 | | \$46.70 | \$32.46 | \$79.16 |
| Cement Masons | 5/1/2025 | | \$48.70 | \$32.46 | \$81.16 |
| 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 | 5/1/2024 | | \$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 | 5/1/2024 | | \$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 | 5/1/2025 | | \$40.14 | \$32.35 | \$72.49 |
| Electricians | 5/1/2024 | | \$69.58 | \$45.66 | \$115.24 |
| Electricians | 5/1/2025 | | \$70.97 | \$47.27 | \$118.24 |
| Elevator Constructor | 1/1/2025 | | \$71.85 | \$45.77 | \$117.62 |
| Elevator Constructor | 1/1/2026 | | \$74.86 | \$46.86 | \$121.72 |
| Floor Coverer | 5/1/2025 | | \$51.67 | \$31.69 | \$83.36 |
| Floor Coverer | 5/1/2026 | | \$52.84 | \$32.86 | \$85.70 |
| Glazier | 5/1/2024 | | \$48.00 | \$37.50 | \$85.50 |
| Glazier | 5/1/2025 | | \$49.96 | \$38.34 | \$88.30 |
| Interior Finish | 5/1/2023 | | \$34.60 | \$25.80 | \$60.40 |
| Iron Workers (Bridge, Structural, Ornamental, Precast) | 7/1/2024 | | \$53.20 | \$45.01 | \$98.21 |
| Iron Workers (Riggers) | 7/1/2024 | | \$44.64 | \$34.39 | \$79.03 |
| Iron Workers (Riggers) | 7/1/2025 | | \$44.77 | \$36.27 | \$81.04 |
| Iron Workers (Rodman/Reinforcing) | 7/1/2024 | | \$47.70 | \$34.77 | \$82.47 |
| Iron Workers (Rodman/Reinforcing) | 7/1/2025 | | \$47.80 | \$36.65 | \$84.45 |
| Laborers (Class 01 - See notes) | 5/1/2024 | | \$35.85 | \$26.00 | \$61.85 |
| Laborers (Class 01 - See notes) | 5/1/2025 | | \$37.25 | \$26.10 | \$63.35 |
| Laborers (Class 02 - See notes) | 5/1/2024 | | \$39.40 | \$27.55 | \$66.95 |
| Laborers (Class 02 - See notes) | 5/1/2025 | | \$41.00 | \$27.70 | \$68.70 |
| Laborers (Class 03 - See notes) | 5/1/2024 | | \$36.27 | \$26.18 | \$62.45 |
| Laborers (Class 03 - See notes) | 5/1/2025 | | \$37.67 | \$26.28 | \$63.95 |
| Laborers (Class 04 - See notes) | 5/1/2024 | | \$36.27 | \$26.18 | \$62.45 |
| Laborers (Class 04 - See notes) | 5/1/2025 | | \$37.67 | \$26.28 | \$63.95 |
| Laborers (Class 05 - See notes) | 5/1/2024 | | \$35.85 | \$26.00 | \$61.85 |

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

| Project: 26-01632 - Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| Laborers (Class 05 - See notes) | 5/1/2025 | | \$37.25 | \$26.10 | \$63.35 |
| Landscape Laborer | 5/1/2024 | | \$30.70 | \$24.23 | \$54.93 |
| Landscape Laborer | 5/1/2025 | | \$32.15 | \$24.30 | \$56.45 |
| Marble Finisher | 5/1/2025 | | \$41.17 | \$30.75 | \$71.92 |
| Marble Mason | 5/1/2023 | | \$47.20 | \$31.95 | \$79.15 |
| Mason Tender, Cement | 5/1/2023 | | \$35.02 | \$25.98 | \$61.00 |
| Millwright | 5/1/2025 | | \$57.39 | \$35.81 | \$93.20 |
| Millwright | 5/1/2026 | | \$60.20 | \$35.81 | \$96.01 |
| Operators (Building, Class 01 - See Notes) | 5/1/2025 | | \$54.52 | \$34.49 | \$89.01 |
| Operators (Building, Class 01 - See Notes) | 5/1/2026 | | \$55.67 | \$35.34 | \$91.01 |
| Operators (Building, Class 01A - See Notes) | 5/1/2025 | | \$57.52 | \$35.38 | \$92.90 |
| Operators (Building, Class 01A - See Notes) | 5/1/2026 | | \$58.68 | \$36.22 | \$94.90 |
| Operators (Building, Class 02 - See Notes) | 5/1/2025 | | \$54.27 | \$34.42 | \$88.69 |
| Operators (Building, Class 02 - See Notes) | 5/1/2026 | | \$55.43 | \$35.26 | \$90.69 |
| Operators (Building, Class 02A - See Notes) | 5/1/2025 | | \$57.29 | \$35.29 | \$92.58 |
| Operators (Building, Class 02A - See Notes) | 5/1/2026 | | \$58.44 | \$36.14 | \$94.58 |
| Operators (Building, Class 03 - See Notes) | 5/1/2025 | | \$50.18 | \$33.22 | \$83.40 |
| Operators (Building, Class 03 - See Notes) | 5/1/2026 | | \$51.34 | \$34.06 | \$85.40 |
| Operators (Building, Class 04 - See Notes) | 5/1/2025 | | \$49.88 | \$33.13 | \$83.01 |
| Operators (Building, Class 04 - See Notes) | 5/1/2026 | | \$51.04 | \$33.97 | \$85.01 |
| Operators (Building, Class 05 - See Notes) | 5/1/2025 | | \$48.16 | \$32.62 | \$80.78 |
| Operators (Building, Class 05 - See Notes) | 5/1/2026 | | \$49.32 | \$33.46 | \$82.78 |
| Operators (Building, Class 06 - See Notes) | 5/1/2025 | | \$47.17 | \$32.33 | \$79.50 |
| Operators (Building, Class 06 - See Notes) | 5/1/2026 | | \$48.34 | \$33.16 | \$81.50 |
| Operators (Building, Class 07A- See Notes) | 5/1/2025 | | \$66.26 | \$39.55 | \$105.81 |
| Operators (Building, Class 07A- See Notes) | 5/1/2026 | | \$67.73 | \$40.48 | \$108.21 |
| Operators (Building, Class 07B- See Notes) | 5/1/2025 | | \$65.97 | \$39.46 | \$105.43 |
| Operators (Building, Class 07B- See Notes) | 5/1/2026 | | \$67.44 | \$40.39 | \$107.83 |
| Painters Class 1 (see notes) | 5/1/2024 | | \$42.97 | \$34.11 | \$77.08 |
| Painters Class 1 (see notes) | 5/1/2025 | | \$44.38 | \$34.55 | \$78.93 |
| Painters - Line Stripping | 12/1/2024 | | \$44.12 | \$27.91 | \$72.03 |
| Painters - Line Stripping | 12/1/2025 | | \$45.12 | \$29.41 | \$74.53 |
| Painters Class 4 (see notes) | 5/1/2024 | | \$45.06 | \$34.11 | \$79.17 |
| Painters Class 4 (see notes) | 5/1/2025 | | \$46.47 | \$34.55 | \$81.02 |
| Plasterers | 5/1/2024 | | \$39.88 | \$33.08 | \$72.96 |
| plumber | 5/1/2024 | | \$67.53 | \$38.31 | \$105.84 |
| plumber | 5/1/2025 | | \$70.53 | \$39.46 | \$109.99 |
| Pointers, Caulkers, Cleaners | 5/1/2025 | | \$51.35 | \$31.80 | \$83.15 |
| Roofers (Composition) | 5/1/2024 | | \$44.13 | \$34.77 | \$78.90 |
| Roofers (Composition) | 5/1/2025 | | \$46.03 | \$34.77 | \$80.80 |
| Roofers (Shingle) | 5/1/2024 | | \$34.35 | \$22.20 | \$56.55 |
| Roofers (Slate & Tile) | 5/1/2024 | | \$37.35 | \$22.20 | \$59.55 |
| Sheet Metal Workers | 5/1/2024 | | \$59.22 | \$50.56 | \$109.78 |
| Sheet Metal Workers | 5/1/2025 | | \$62.62 | \$52.17 | \$114.79 |

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

| Project: 26-01632 - Building | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|-------------------------------------|-----------------------|------------------------|--------------------|------------------------|--------------|
| Sign Makers and Hangars | 7/15/2024 | | \$32.32 | \$25.82 | \$58.14 |
| Sign Makers and Hangars | 7/15/2025 | | \$33.48 | \$26.41 | \$59.89 |
| Sprinklerfitters | 1/1/2023 | | \$62.23 | \$31.99 | \$94.22 |
| Sprinklerfitters | 5/1/2025 | | \$70.37 | \$34.85 | \$105.22 |
| Steamfitters | 5/1/2024 | | \$70.32 | \$43.09 | \$113.41 |
| Steamfitters | 5/1/2025 | | \$72.52 | \$44.89 | \$117.41 |
| Stone Masons | 5/1/2023 | | \$47.20 | \$31.95 | \$79.15 |
| Stone Masons | 5/1/2025 | | \$50.00 | \$32.80 | \$82.80 |
| Terrazzo Finisher | 5/1/2023 | | \$43.75 | \$27.86 | \$71.61 |
| Terrazzo Finisher | 5/1/2025 | | \$45.61 | \$29.41 | \$75.02 |
| Terrazzo Grinder | 5/1/2023 | | \$44.02 | \$27.86 | \$71.88 |
| Terrazzo Grinder | 5/1/2025 | | \$45.88 | \$29.41 | \$75.29 |
| Terrazzo Mechanics | 5/1/2023 | | \$50.26 | \$29.56 | \$79.82 |
| Terrazzo Mechanics | 5/1/2025 | | \$52.21 | \$31.26 | \$83.47 |
| Tile Finisher | 5/1/2023 | | \$39.52 | \$29.30 | \$68.82 |
| Tile Finisher | 5/1/2025 | | \$41.17 | \$30.75 | \$71.92 |
| Tile Setter | 5/1/2023 | | \$50.26 | \$29.56 | \$79.82 |
| Tile Setter | 5/1/2025 | | \$52.21 | \$31.26 | \$83.47 |
| Truckdriver class 1(see notes) | 5/1/2024 | | \$36.79 | \$22.54 | \$59.33 |
| Truckdriver class 2 (see notes) | 5/1/2024 | | \$36.89 | \$22.54 | \$59.43 |
| Window Film / Tint Installer | 6/1/2024 | | \$26.37 | \$14.83 | \$41.20 |
| Window Film / Tint Installer | 6/1/2025 | | \$27.42 | \$15.13 | \$42.55 |

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

| Project: 26-01632 - Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| Bricklayer | 5/1/2025 | | \$50.00 | \$32.57 | \$82.57 |
| Carpenter - Chief of Party (Surveying & Layout) | 5/1/2025 | | \$65.96 | \$30.09 | \$96.05 |
| Carpenter - Chief of Party (Surveying & Layout) | 5/1/2026 | | \$67.52 | \$30.44 | \$97.96 |
| 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) | 5/1/2025 | | \$45.88 | \$23.19 | \$69.07 |
| Carpenter - Rodman (Surveying & Layout) | 5/1/2026 | | \$46.97 | \$23.54 | \$70.51 |
| Carpenter | 5/1/2025 | | \$57.36 | \$30.09 | \$87.45 |
| Carpenter | 5/1/2026 | | \$58.71 | \$30.44 | \$89.15 |
| Cement Masons | 5/1/2023 | | \$43.20 | \$32.91 | \$76.11 |
| Cement Masons | 5/1/2025 | | \$46.55 | \$32.66 | \$79.21 |
| 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 | 5/1/2024 | | \$61.54 | \$41.74 | \$103.28 |
| Dockbuilder/Pile Driver Diver | 5/1/2025 | | \$60.31 | \$44.97 | \$105.28 |
| Dockbuilder/Pile Driver Diver | 5/1/2026 | | \$61.88 | \$45.47 | \$107.35 |
| 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 | 6/3/2024 | | \$62.07 | \$33.96 | \$96.03 |
| Electric Lineman | 6/2/2025 | | \$65.10 | \$34.45 | \$99.55 |
| Iron Workers (Bridge, Structural, Ornamental, Precast) | 7/1/2024 | | \$53.20 | \$45.01 | \$98.21 |
| 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) | 5/1/2024 | | \$38.80 | \$27.65 | \$66.45 |
| Laborers (Class 01 - See notes) | 5/1/2025 | | \$40.20 | \$27.80 | \$68.00 |
| Laborers (Class 02 - See notes) | 5/1/2024 | | \$39.00 | \$27.65 | \$66.65 |
| Laborers (Class 02 - See notes) | 5/1/2025 | | \$40.40 | \$27.80 | \$68.20 |
| Laborers (Class 03 - See notes) | 5/1/2024 | | \$39.00 | \$27.65 | \$66.65 |
| Laborers (Class 03 - See notes) | 5/1/2025 | | \$40.40 | \$27.80 | \$68.20 |
| Laborers (Class 04 - See notes) | 5/1/2024 | | \$33.60 | \$27.65 | \$61.25 |
| Laborers (Class 04 - See notes) | 5/1/2025 | | \$35.00 | \$27.80 | \$62.80 |
| Laborers (Class 05 - See notes) | 5/1/2024 | | \$39.65 | \$27.65 | \$67.30 |
| Laborers (Class 05 - See notes) | 5/1/2025 | | \$41.05 | \$27.80 | \$68.85 |
| Laborers (Class 06 - See notes) | 5/1/2024 | | \$39.70 | \$27.65 | \$67.35 |
| Laborers (Class 06 - See notes) | 5/1/2025 | | \$41.10 | \$27.80 | \$68.90 |
| Laborers (Class 07 - See notes) | 5/1/2024 | | \$39.55 | \$27.65 | \$67.20 |
| Laborers (Class 07 - See notes) | 5/1/2025 | | \$40.95 | \$27.80 | \$68.75 |
| Laborers (Class 08 - See notes) | 5/1/2024 | | \$39.30 | \$27.65 | \$66.95 |
| Laborers (Class 08 - See notes) | 5/1/2025 | | \$40.70 | \$27.80 | \$68.50 |
| Laborers (Class 09 - See notes) | 5/1/2024 | | \$39.15 | \$27.65 | \$66.80 |
| Laborers (Class 09 - See notes) | 5/1/2025 | | \$40.55 | \$27.80 | \$68.35 |
| Laborers (Class 10- See notes) | 5/1/2024 | | \$39.30 | \$27.65 | \$66.95 |

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

| Project: 26-01632 - Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|--|-----------------------|------------------------|--------------------|------------------------|--------------|
| Laborers (Class 10- See notes) | 5/1/2025 | | \$40.70 | \$27.80 | \$68.50 |
| Laborers (Class 11 -See Notes) | 5/1/2024 | | \$39.20 | \$27.65 | \$66.85 |
| Laborers (Class 11 -See Notes) | 5/1/2025 | | \$40.60 | \$27.80 | \$68.40 |
| Laborers (Class 12 -See Notes) | 5/1/2024 | | \$40.90 | \$27.65 | \$68.55 |
| Laborers (Class 12 -See Notes) | 5/1/2025 | | \$42.30 | \$27.80 | \$70.10 |
| Laborers (Class 13 -See Notes) | 5/1/2024 | | \$42.93 | \$27.65 | \$70.58 |
| Laborers (Class 13 -See Notes) | 5/1/2025 | | \$44.33 | \$27.80 | \$72.13 |
| Laborers (Class 14 -See Notes) | 5/1/2024 | | \$39.50 | \$27.65 | \$67.15 |
| Laborers (Class 14 -See Notes) | 5/1/2025 | | \$40.90 | \$27.80 | \$68.70 |
| Laborers Utility (PGW ONLY) (Flagperson) | 5/1/2025 | | \$34.07 | \$19.73 | \$53.80 |
| Laborers Utility (PGW ONLY) | 5/1/2025 | | \$41.10 | \$19.73 | \$60.83 |
| Landscape Laborer | 5/1/2024 | | \$30.28 | \$24.05 | \$54.33 |
| Landscape Laborer | 5/1/2025 | | \$31.73 | \$24.15 | \$55.88 |
| 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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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 |

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


| Project: 26-01632 - Heavy/Highway | Effective Date | Expiration Date | Hourly Rate | Fringe Benefits | Total |
|---|-----------------------|------------------------|--------------------|------------------------|--------------|
| 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) | 5/1/2024 | | \$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) | 5/1/2024 | | \$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 |
| 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 - Line Stripping | 12/1/2024 | | \$44.12 | \$27.91 | \$72.03 |
| Painters - Line Stripping | 12/1/2025 | | \$45.12 | \$29.41 | \$74.53 |
| Painters Class 2 (see notes) | 2/1/2025 | | \$50.85 | \$33.91 | \$84.76 |
| Painters Class 2 (see notes) | 2/1/2026 | | \$51.61 | \$35.00 | \$86.61 |
| Painters Class 3 (see notes) | 2/1/2025 | | \$61.81 | \$33.95 | \$95.76 |
| Painters Class 3 (see notes) | 2/1/2026 | | \$62.57 | \$35.04 | \$97.61 |
| Pointers, Caulkers, Cleaners | 5/1/2025 | | \$51.35 | \$31.80 | \$83.15 |
| Steamfitters (Heavy and Highway - Gas Distribution) | 5/1/2024 | | \$66.80 | \$42.93 | \$109.73 |
| Steamfitters (Heavy and Highway - Gas Distribution) | 5/1/2025 | | \$68.89 | \$44.73 | \$113.62 |
| Truckdriver class 1(see notes) | 5/1/2024 | | \$36.64 | \$22.54 | \$59.18 |
| Truckdriver class 2 (see notes) | 5/1/2024 | | \$36.74 | \$22.54 | \$59.28 |

Exhibit "B.3"

WEEKLY PAYROLL CERTIFICATION FOR PUBLIC WORKS PROJECTS

Contractor or Subcontractor (Please check one)

ALL INFORMATION MUST BE COMPLETED

| | | | | |
|---------------------------|------------------|---|--|---|
| CONTRACTOR ADDRESS | | SUBCONTRACTOR ADDRESS | |  DEPARTMENT OF LABOR & INDUSTRY <small>COMMONWEALTH OF PENNSYLVANIA</small> BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGE DIVISION 7TH & FORSTER STREETS HARRISBURG, PA 17120 1-800-932-0665 |
| PAYROLL NUMBER | WEEK ENDING DATE | PROJECT AND LOCATION PROJECT SERIAL # PROJECT # | | |

| EMPLOYEE NAME | APPR. RATE (%) | WORK CLASSIFICATION | DAY AND DATE | | | | | | | S-TIME 0-TIME | BASE HOURLY RATE | TOTAL FRINGE BENEFITS (C=Cash) (FB=Contributions)* | TOTAL DEDUCTIONS | GROSS PAY FOR PREVAILING RATE JOB(S) | CHECK # |
|---------------|----------------|---------------------|-----------------------|--|--|--|--|--|--|------------------|------------------|--|------------------|--------------------------------------|---------|
| | | | | | | | | | | | | | | | |
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | |

*SEE REVERSE SIDE

PAGE NUMBER _____ OF _____

THE NOTARIZATION MUST BE COMPLETED ON FIRST AND LAST SUBMISSIONS ONLY. ALL OTHER INFORMATION MUST BE COMPLETED WEEKLY.

*FRINGE BENEFITS EXPLANATION (FB): Bona fide benefits contribution, except those required by Federal or State Law (unemployment tax, workers' compensation, income taxes, etc.)

Please specify the type of benefits provided and contributions per hour:

- 1) Medical or hospital care _____
- 2) Pension or retirement _____
- 3) Life insurance _____
- 4) Disability _____
- 5) Vacation, holiday _____
- 6) Other (please specify) _____

CERTIFIED STATEMENT OF COMPLIANCE

1. The undersigned, having executed a contract with _____
(AWARDING AGENCY, CONTRACTOR OR SUBCONTRACTOR)

_____ for the construction of the above-identified project, acknowledges that:

- (a) The prevailing wage requirements and the predetermined rates are included in the aforesaid contract.
- (b) Correction of any infractions of the aforesaid conditions is the contractor's or subcontractor's responsibility.
- (c) It is the contractor's responsibility to include the Prevailing Wage requirements and the predetermined rates in any subcontract or lower tier subcontract for this project.

2. The undersigned certifies that:

- (a) Neither he nor his firm, nor any firm, corporation or partnership in which he or his firm has an interest is debarred by the Secretary of Labor and Industry pursuant to Section 11(e) of the PA Prevailing Wage Act, Act of August 15, 1961, P.L. 987 as amended, 43 P.S. § 165-11(e).
- (b) No part of this contract has been or will be subcontracted to any subcontractor if such subcontractor or any firm, corporation or partnership in which such subcontractor has an interest is debarred pursuant to the aforementioned statute.

3. The undersigned certifies that:

(a) the legal name and the business address of the contractor or subcontractor are: _____

(b) The undersigned is: a single proprietorship a corporation organized in the state of _____
 a partnership other organization (describe) _____

(c) The name, title and address of the owner, partners or officers of the contractor/subcontractor are:

| NAME | TITLE | ADDRESS |
|------|-------|---------|
| | | |
| | | |
| | | |

The willful falsification of any of the above statements may subject the contractor to civil or criminal prosecution, provided in the PA Prevailing Wage Act of August 15, 1961, P.L. 987, as amended, August 9, 1963, 43 P.S. § 165.1 through 165.17.

 (DATE)

 (SIGNATURE)

 (TITLE)

 SEAL

Taken, sworn and subscribed before me this _____ Day
 of _____ A.D., _____

Exhibit "D"

**WOODS SERVICES
Renovations for New 16-Bed
Mollie Woods Psychiatric Hospital**

LIST OF DRAWINGS

ARCHITECTURAL DRAWINGS

CS COVER SHEET
LS-G GROUND FLOOR LIFE SAFETY PLAN
A1.0 GROUND FLOOR PLAN - EXISTING
A1.1 GROUND FLOOR PLAN - NEW WORK
A2.1 GROUND FLOOR PLAN - DEMOLITION
A2.2 GROUND FLOOR PLAN - DEMOLITION
A3.1 ENLARGED GROUND FLOOR PLAN - NEW WORK
A3.2 ENLARGED GROUND FLOOR PLAN - NEW WORK
A4.1 GROUND FLOOR REFLECTED CEILING PLAN - NEW WORK
A4.2 GROUND FLOOR REFLECTED CEILING PLAN - NEW WORK
A5.1 PARTITION TYPES
A6.1 ELEVATIONS
A6.2 CASEWORK ELEVATIONS & DETAILS
A7.1 DOOR SCHEDULE, NOTES & DETAILS
A7.2 FINISH SCHEDULE, NOTES & DETAILS

INTERIOR DRAWINGS

I-1 INTERIOR FINISH SPECIFICATIONS (NOT ISSUED)
I-2 INTERIOR FINISH PLAN (NOT ISSUED)
I-3 INTERIOR ELEVATIONS (NOT ISSUED)

STRUCTURAL DRAWINGS

S0.1 COVER SHEET
S0.2 GENERAL NOTES
S0.3 GENERAL NOTES
S0.4 SCHEDULE OF SPECIAL INSPECTIONS
S1.1 FOUNDATION & ROOF FRAMING PLANS
S4.1 FOUNDATION DETAILS & SECTIONS
S5.1 FRAMING DETAILS & SECTIONS

MECHANICAL, PLUMBING, FIRE PROTECTION, ELECTRICAL

MECHANICAL

MD-1 OVERALL DEMOLITION FLOOR PLAN - MECHANICAL
MD-2 OVERALL DEMOLITION FLOOR PLAN - MECHANICAL
M-1 OVERALL NEW WORK FLOOR PLAN - MECHANICAL
M-2 DETAILS & SCHEDULES - MECHANICAL

PLUMBING

PD-1 OVERALL DEMOLITION FLOOR PLAN - PLUMBING
P-1 OVERALL NEW WORK FLOOR PLAN - PLUMBING
P-2 OVERALL NEW WORK FLOOR PLAN - PLUMBING
P-3 LEGENDS & SCHEDULES - PLUMBING
P-4 DETAILS - PLUMBING

FIRE PROTECTION

FPD-1 OVERALL DEMOLITION FLOOR PLAN - FIRE PROTECTION
FP-1 OVERALL NEW WORK FLOOR PLAN - FIRE PROTECTION
FP-2 DETAILS & SCHEDULES - FIRE PROTECTION

ELECTRICAL

ED-1 OVERALL DEMOLITION FLOOR PLAN - LIGHTING
ED-2 OVERALL DEMOLITION FLOOR PLAN - POWER
E-1 OVERALL NEW WORK FLOOR PLAN - LIGHTING
E-2 OVERALL NEW WORK FLOOR PLAN - POWER
E-3 OVERALL NEW WORK FLOOR PLAN - SPECIAL SYSTEMS
E-4 DETAILS & SCHEDULES - ELECTRICAL
E-5 SCHEDULES - ELECTRICAL

- 1.3.2 State of incorporation:
 - 1.3.3 President'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 of license numbers, if applicable.
- 2.2 List jurisdictions (counties) 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. List in detail the amount of experience within these categories
- 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 lawsuits or requested arbitration with regard to construction contracts within the last five years?

4. REFERENCES AND SUPPORTING

4.1 Customer References (at least three full contact references):

4.2 Contractor References:

4.3 You are encouraged to include any company specific prepared marketing and job history materials along with this response form

4.4 Insurance (include copy of certificate of insurance):

4.4.1 Name and address of Insurance Agent for General Liability:

Policy Number:
Carrier:

4.4.2 Name and address of insurance agent for workers compensation:

Policy Number:
Carrier:

5.0 SIGNATURE

5.1 Dated at this _____ day of _____, 200__.

Name of Organization:

By:

Title:

Exhibit "C"

Christopher P. Coval, Esquire
Attorney I.D. #93688
Fenningham Dempster & Coval LLP
5 Neshaminy Interplex, Suite 315
Trevose, PA 19053
215-639-4070
ccoval@fsdc-law.com

ATTORNEY FOR
WOODS SERVICES, INC. and
WOODS COMMUNITY SERVICES, LLC

WOODS SERVICES, INC. :
40 Martin Gross Drive :
Langhorne, PA 19047 :

IN THE COURT OF COMMON PLEAS
BUCKS COUNTY, PENNSYLVANIA

and :

WOODS COMMUNITY SERVICES, LLC :
40 Martin Gross Drive :
Langhorne, PA 19047 :

No. _____

Owners :

and :

Name :
Address 1 :
Address 2 :

Contractor :

MECHANICS' LIEN DOCKET

ADVANCE WAIVER OF RIGHT TO FILE MECHANICS' LIEN CLAIMS

WHEREAS, _____ ("Contractor") and Woods Community Services, LLC ("WCS"), have entered into a certain Agreement (being an AIA A101-2017 Standard Form of Agreement Between Owner and Contractor, together with Exhibits, Addenda and attachments thereto, dated as of _____ (the "Contract"), wherein Contractor agreed to furnish, among other things, all the labor, materials and services necessary or contemplated for the construction of certain site improvements and renovations on certain property, known as 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) which is owned by Woods Services, Inc. (the sole member of WCS, hereinafter individually "Woods", and together with WCS, collectively, "Owners").

WHEREAS, Pursuant to the terms of the Contract, Contractor has posted a Payment Bond guaranteeing payment for all labor and materials furnished by parties claiming through Contractor, attached hereto as Exhibit "A."

WHEREAS, WCS and Contractor have agreed that no mechanic's claim or lien shall be filed by any "subcontractor" (as such term is defined in 49 P.S. § 1201) against said structure or property of Woods, or any part thereof, for any work, labor, materials or services furnished or supplied in connection with the Contract.

NOW, THEREFORE, Contractor on behalf of all of its subcontractors and materialmen, and for all persons whomsoever acting or claiming through or under Contractor, them, or any of them, intending to be legally bound hereby, covenants, promises and agrees to and with Owners, and their respective successors and assigns, as follows:

1. No lien of any kind whatsoever shall be filed or maintained by Contractor or any subcontractor, materialman, laborer or any person whomsoever acting or claiming, by, through or under Contractor, them, or any of them, against said structure or property, or the curtilage appurtenant thereto, or any portion thereof, for or on account of any work or labor done or materials or services furnished by them, or any of them, in connection with the Contract.

2. Contractor, for all subcontractors, materialmen and laborers, hereby irrevocably authorizes and empowers any attorney of any Court of the Commonwealth of Pennsylvania, from time to time, to appear as attorney for them, or any of them, in any of said courts and in their, and each of their name or names, as the case may be, to mark satisfied of record, at their cost and expense, any and all claims and liens filed by or for any subcontractor, materialman or laborer, against said property or curtilage, or any part thereof; for such act or acts this instrument shall be good and sufficient warrant and authority; and a reference to the court, term and number, in which and where this Waiver of Liens shall have been filed shall be sufficient evidence of the authority herein contained to warrant such action. Contractor, for all subcontractors, materialmen and laborers, and each of them, does hereby remise, release, quitclaim and forever discharge all rights and all manner of errors, defects and imperfections whatsoever in entering any such satisfaction or satisfactions, or in any wise whatsoever touching or concerning the same.

3. This Waiver of Liens shall be and constitute an independent covenant and shall operate and be effective as well with respect to all work and labor done and materials and services furnished under any modification or amendment of the Contract or under any supplemental or additional contract for extra work, although not herein referred to, as to work and labor done and materials and services furnished under the Contract.

4. Contractor hereby warrants that no work or labor, of whatsoever kind or nature, has as yet been done and that no materials or services whatsoever have as yet been furnished by anyone, under, towards or in connection with the execution or performance of the Contract.

[signature page to follow]

IN WITNESS WHEREOF, Contractor has caused these presents to be executed, under seal, this _____ day of _____.

Witness:

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____:

On this, the _____ day of _____ before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Notary Public
[Notarial Seal]
My Commission Expires:

Exhibit “A”

Copy of Payment Bond

Exhibit "E"

**WOODS SERVICES
Renovations for New 16-Bed
Mollie Woods Psychiatric Hospital**

TECHNICAL SPECIFICATIONS

DIVISION 1: GENERAL REQUIREMENTS

MasterFormat 2011

Section

| | | |
|----------|---|------------------|
| 01 11 00 | Summary of Work | 01 11 00-1 to 4 |
| 01 29 00 | Contract Considerations | 01 29 00-1 to 3 |
| 01 31 00 | Coordination and Meetings | 01 31 00-1 to 6 |
| 01 33 00 | Submittals | 01 33 00-1 to 6 |
| 01 40 00 | Quality Control | 01 40 00-1 to 4 |
| 01 42 00 | Definitions and Standards | 01 42 00-1 to 7 |
| 01 50 00 | Construction Facilities & Temporary Controls | 01 50 00-1 to 5 |
| 01 56 00 | Infection Control Procedures | 01 56 00-1 to 13 |
| 01 60 00 | Material and Equipment | 01 60 00-1 to 3 |
| 01 73 29 | Cutting and Patching | 01 73 29-1 to 3 |
| 01 77 00 | Project Closeout | 01 77 00-1 to 6 |

DIVISION 2: SITE PREPARATION

MasterFormat 2011

Section

| | | |
|----------|--------------------------|------------------|
| 02 41 19 | Selective Demolition | 02 41 19-1 to 2 |
| 02 75 10 | Cement Concrete Pavement | 02 75 10-1 to 14 |
| 02 76 40 | Pavement Joint Sealants | 02 76 40-1 to 6 |

02 92 00 Lawns and Grasses 02 92 00-1 to 9
02 93 00 Exterior Plants 02 93 00-1 to 13

DIVISION 3: CONCRETE

MasterFormat 2011

Section

03 54 00 Concrete Leveling Course 03 54 00-1 to 2

DIVISION 4: MASONRY

MasterFormat 2011

Section

04 20 00 Unit Masonry 04 20 00-1 to 4

DIVISION 5: METALS

MasterFormat 2011

Section

05 12 00 Structural Steel 05 12 00-1 to 12
05 40 00 Cold-Formed Metal Framing 05 40 00-1 to 10
05 50 00 Metal Fabrications 05 50 00-1 to 3

DIVISION 6: WOOD & PLASTICS

MasterFormat 2011

Section

06 10 00 Rough Carpentry 06 10 00-1 to 2
06 20 00 Finish Carpentry 06 20 00-1 to 5

DIVISION 7: THERMAL AND MOISTURE PROTECTION

MasterFormat 2011

Section

07 81 00 Spray-On Fireproofing 07 81 00-1 to 9
07 84 13 Through-Penetration Firestop
Systems 07 84 13-1 of 1
07 84 43 Fire-Resistive Joint Systems 07 84 43-1 to 2
07 92 00 Joint Sealers 07 92 00-1 to 4

DIVISION 8: DOORS, WINDOWS AND GLASS

MasterFormat 2011

Section

08 11 00 Custom Steel Doors & Frames 08 11 00-1 to 3
08 14 00 Wood Doors 08 14 00-1 to 3
08 31 00 Access Doors 08 14 00-1 to 2

08 51 13 Aluminum Windows 08 51 13-1 to 10
08 71 00 Door Hardware 08 71 00-1 to 3
08 80 00 Glazing 08 80 00-1 to 4

DIVISION 9: FINISHES

MasterFormat 2011

Section

09 20 00 Gypsum Board System 09 20 00-1 to 4
09 30 13 Ceramic Tile 09 30 13-1 to 4
09 65 00 Resilient Flooring 09 65 00-1 to 4
09 73 00 Epoxy Resin Flooring 09 73 00-1 to 5
09 90 00 Painting 09 90 00-1 to 6

DIVISION 10: SPECIALTIES

MasterFormat 2011

Section

10 26 00 Wall Surface Protection 10 26 00-1 to 2
10 28 00 Toilet & Bath Accessories 10 28 00-1 to 3
10 44 00 Fire Extinguishers 10 44 00-1 to 3
10 51 13 Wardrobe Lockers 10 51 13-1 to 2
10 99 00 Miscellaneous Items 10 99 00-1 to 2

DIVISION 11: EQUIPMENT

See Drawings

DIVISION 12: FURNISHINGS

NOT APPLICABLE

DIVISION 13: SPECIAL CONSTRUCTION

NOT APPLICABLE

DIVISION 14: CONVEYING SYSTEM

NOT APPLICABLE

DIVISION 21: FIRE PROTECTION WORK

SEE DRAWINGS

—
DIVISION 22: PLUMBING WORK

SEE DRAWINGS

DIVISION 23: MECHANICAL WORK

SEE DRAWINGS

DIVISION 26: ELECTRICAL WORK

SEE DRAWINGS

Exhibit "B.1"

SELECTED FUNDING AGREEMENT PROVISIONS

VII. GENERAL CONDITIONS.

F. Contract Modification, Amendment and Termination

1. **Term.** This Agreement shall commence on the Effective Date and continue in full force and effect Parties until the later of the final payment hereunder is received by the Provider or until the acquisition of services and/or property, real or personal, or any construction, improvement and/or renovation funded, in whole or in part, by this Agreement is completed (the "Term"), subject, however, to any preservation of rights or securing of interests by or of COUNTY as provided or intended by the terms and conditions of this Agreement, which rights and interests so preserved and/or secured shall survive the termination of this Agreement. COUNTY's right to enforce the Provider's compliance with the terms and conditions of this Agreement shall survive the termination of the Agreement.

2. **Termination by COUNTY.** In addition to any other provisions of this Agreement by which termination may occur, this Agreement may be terminated by COUNTY upon the happening of any of the following events and upon compliance with the notice provisions set forth below:

(a) **Without Cause Upon Notice.** COUNTY may terminate this Agreement at any time upon giving ninety (90) days prior written Notice to the Program Provider,

(b) **Upon Termination of the DHS Agreement.** If [the Commonwealth of Pennsylvania, Department of Human Services](referred to as DHS) terminates the DHS Agreement, with or without cause, COUNTY may terminate this Agreement upon giving seven (7) days prior written notice to the Provider.

(c) **Termination for Cause.** COUNTY may terminate this Agreement for cause upon fifteen (15) days prior written notice unless the termination for cause is due to theft or fraud or the-misapplication or misappropriation of Reinvestment Funds paid pursuant to this Agreement by the Provider or one of its subcontractors. In the event termination for cause is due to theft or fraud or the misapplication or misappropriation of Reinvestment Funds paid pursuant to this Agreement by the Provider or one of its contractors, COUNTY may terminate this Agreement immediately upon the issuance of written notice thereof. The notice shall set forth the grounds for termination and, for termination under Section 2, subparagraphs (b) and (c), Provider with has an opportunity to respond to allegation of theft or fraud within ten (10) days notice. For termination under Section 2. Subparagraphs herein, shall provide the Provider with ten (10) days in which to initiate corrective action and cure the deficiency (hereinafter the "cure period"). If corrective action is not completed to the reasonable satisfaction of COUNTY within the cure period, the termination will be effective at the expiration of the cure period. In the event COUNTY, in its sole discretion, determines that the deficiency by its nature cannot be cured within the cure period, upon demonstration by the Provider that it has initiated and diligently and without interruption

proceeded towards the completion of the corrective action and that it has made substantial progress but has a substantial need for additional time to effect a cure, COUNTY, at its sole election, with the consent and approval of DHS, if necessary, may grant the Provider an extension of the termination of the cure period, the length of said extension period to be determined in the sole discretion of COUNTY. In any event, however, if the deficiency is not cured to the sole satisfaction of COUNTY, with the consent and approval of DHS, if necessary, the termination of this Agreement shall become effective immediately upon the later of the termination of the cure period or any extension thereof. For purposes of this Agreement, "cause" shall be defined as any one of the following:

(1.) The Provider defaults in the performance of any material duties or obligations hereunder or is in material breach of any provision of this Agreement whether or not such default or material breach results from an action or omission of any of its subcontractors; or

(2.) The Provider or any of its subcontractors misapplies or misappropriates Reinvestment Funds paid pursuant to this Agreement; or

(3.) The Provider loses or has suspended its enrollment in the MA program; or

(4.) The Provider loses or has suspended its license or certification necessary to perform the services it was to render in the Program;

(5.) COUNTY, in its sole discretion, determines that the Provider made a material misrepresentation in the information or data it submitted to COUNTY, and thereby DHS, in the [Reinvestment Plan] ("Plan"); or

(6.) The Provider or its parent is suspended or disbarred by the federal or any state government;

(7.) COUNTY, in its sole discretion, determines that the unmet or under-met mental health and drug and alcohol treatment needs of MA-eligible persons which the Program was intended to address does not exist or is not substantial enough to merit a continuation of the Program; or

(8.) An adverse material change in circumstances affecting the Plan, the Program or the Provider occurs as described in Section 3, Paragraphs b and c hereinabove; or

(9.) If the Provider shall dissolve, make an assignment for the benefit of its creditors, or there shall be instituted by or against the Provider a petition initiating any case under the United States Bankruptcy Code or any analogous state law relating to insolvency or relief for debtors, or a petition for the appointment of a receiver, trustee or other representative or for similar relief under any federal or state law, or if a receiver, trustee or other judicial representative is appointed for either of them or a material portion of the assets of either of them; provided, however, that if any of the above proceedings are commenced against the Provider, and the Provider contests such proceedings, such event shall not constitute "Cause"

hereunder unless such proceedings are not dismissed within ninety (90) days after commencement thereof; or

(10.) The Provider fails to timely and/or properly implement or operate the Program in accordance with the terms and conditions of this Agreement, including the Plan and any other documents and representations incorporated herein.

3. **Termination Due to Unavailability of Funds/ Approvals.** COUNTY shall notify the Provider within twenty-four (24) hours of receipt of notice that any of the following events has occurred. COUNTY may terminate this Agreement consistent with the terms of the notice it receives concerning any of these events:

(a) Notification by the United States Department of Health and Human Services of the withdrawal of federal financial participation in all or a material part of the cost hereof for covered services/contracts; or

(b) Notification to or a determination by COUNTY that there will be a material unavailability of funds for the operation of the Program in the County; or

(c) Notification that the federal, Commonwealth, and/or local approvals necessary to operate the Health Choices Program or the Program in the County will not be obtained, retained, or renewed; or

(d) Notification by any federal, Commonwealth or local agency or department that the authority under which the Program Provider operates, is subject to suspension or revocation proceedings or sanctions, has been suspended, limited or curtailed to any material extent, or has been revoked, or has expired and will not be renewed.

4. **Termination due to Force Majeure Event.** In the event of a major disaster or epidemic as declared by the Governor of the Commonwealth of Pennsylvania, or act of any military or civil authority, outage of communications, power or other utility, the Provider shall operate the Program as may be practical. The Provider shall not be liable nor deemed to be in default for any nonperformance of or noncompliance with this Agreement when such nonperformance or noncompliance is the direct or proximate result of the depletion of staff or facilities by the major disaster or epidemic or act of any military or civil authority, outage of communications, power or other utility; provided, however, that COUNTY may terminate this Agreement if, as a result of the occurrence and continuation of a Force Majeure event as identified above, in the sole determination of COUNTY, the ability of the Program to implement and/or operate the Program or COUNTY's ability to operate the Health Choices Program is substantially interrupted. COUNTY may also terminate this Agreement if such a determination regarding COUNTY and/or the Program Provider resulting from a Force Majeure is made by DHS. In either such event, COUNTY will give the Provider ten (10) days written notice of any termination pursuant to this Subparagraph, and such notice shall set forth the proposed termination date.

5. **COUNTY's Rights and/or Remedies upon Termination for Cause.** Any termination of this Agreement by COUNTY for cause shall constitute a default by the Provider of its obligations and responsibilities under this Agreement and shall entitle COUNTY to pursue any right or remedy it may have against or collect any damages it may be entitled to receive from the Provider pursuant to this Agreement in addition to any rights or remedies it may have against the Provider at law or in equity for a breach of the terms and conditions hereof and/or a default hereunder.

6. **Cessation, Suspension or Withholding of Payment of Reinvestment Funds Upon Notice of Termination.** Notwithstanding any other provision of this Agreement to the contrary, upon the issuance by COUNTY of any notice of termination as hereinabove provided, COUNTY reserves the right, in its sole discretion, to immediately cease, suspend and/or withhold the payment of any Reinvestment Funds to be paid to the Provider pursuant to this Agreement. In the event of the issuance of any notice of termination and the cessation, suspension or withholding by COUNTY of the payment of Reinvestment Funds hereunder, COUNTY shall be relieved of any and all liabilities and obligations hereunder and/or herefrom, including any claim for consequential damages to the Provider which otherwise could have been sought by the Provider for any and all losses due to expenditures and/or financial commitments incurred on the basis of entering into this Agreement and the Provider hereby releases COUNTY from any and all liability for any and all claims which it has or may have which could or might arise or may have arisen as a result of COUNTY's cessation, suspension or withholding of the payment of Reinvestment Funds hereunder.

L. Suspension or Debarment

2. If Provider enters into subcontracts or employees under this contract any subcontractors/individuals who are currently suspended or debarred by the State or Federal government during the term of this contract or any extension or renewals thereof, the County shall have the right to require the provider to terminate such subcontracts or employment.

3. The Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the Provider's compliance with terms of this or any other agreement between the Provider and the County which result in the suspension or debarment of the Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime travel and lodging expenses, and expert witness and documentary fees. The Provider shall not be responsible for investigative costs for investigations which do not result in the Provider's suspension or debarment.

4. The Provider may obtain the current list of suspended and debarred providers by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

Telephone No. (717)783-6472
Fax No. (717)787-9138

M. Equal Employment Opportunity

Provider expressly agrees to comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission (6 PA Code Ch. 49), Title VI of the Civil Rights Act of 1964, as amended, the Pennsylvania Human Relations Act, as amended (43 P.S. Section 951, et seq.), Executive Order No. 11246, as amended by Executive Order No. 11365, and Executive Directive No. 21 (issued by the Governor, September 27, 1971), so that during the term of this Agreement, Provider agrees as follows:

1. Provider shall practice non-discrimination in order to ensure that applicants employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, handicap or disability, use of guide dogs because of blindness of the user, age, sex, or national origin. Such non-discrimination shall include, but is not limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notices to be provided by the Department setting forth the provisions of this non-discrimination clause.

3. Provider shall send each labor union of workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Similar notice shall be sent to every other source or recruitment utilized by the Provider.

4. It shall be no defense to a finding of a non-compliance with Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Provider had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations.

5. When the practices of a union or any training, program or other source of recruitment will result in the exclusion of minority group persons, so that the Provider will be unable to meet its obligations under Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, Provider shall then employ and fill vacancies through other employment procedures without regard to race, color, religious creed, ancestry, handicap or disability, use of guide dogs because of blindness of the user, age, sex, or national origin.

8(a). Provider will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event Provider becomes involved in, or is

threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Provider may request the United States, the Commonwealth of Pennsylvania, or the Department of Public Welfare to enter into such litigation to protect their respective interests.

O. Provisions concerning the Americans with Disabilities Act

1. Pursuant to Federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the County of County through contracts with outside contractors

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the County of County from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the County of County as a result of the Contractor's failure to comply with the provisions of paragraph 1, above.

P. Certification regarding environmental tobacco smoke.

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local government, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing this Agreement, the provider/contractor (for acquisitions or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

VII. ADMINISTRATIVE REQUIREMENTS

B. Reporting and Procurement Procedures

1. Payment Procedures The County will pay Provider funds available under this Agreement based upon an invoice and appropriate backup submitted by the Provider and consistent with any approved budget and County policy concerning payments. Payments will be made for eligible expenses actually incurred by Provider, and not to exceed actual cash requirements of the eligible expenses.

Payments will be made in accordance with the County's policy of Net 30 Date-of-Invoice unless other arrangements have been made by the Provider or the requirement is waived by the County Controller's Department

2. Content Provider shall cause all of the provisions of this Agreement to be included in and made a part of any contract executed in the performance of this Agreement

C. Procurement, Suspension and Debarment

1. General Policy Provider must ensure adherence to all applicable local, State and Federal Procurement laws and regulations. Provider shall maintain an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with contractors or subcontractors that are suspended, debarred or otherwise ineligible from participating in Federal Assistance Programs, All procurement transactions for property or services must be conducted in a manner providing full and open competition.

2. Prevailing Minimum Wage Determination The Provider is hereby notified that, in the event that project costs exceed twenty-five thousand dollars (\$25,000), this contract will be subject to the provisions, duties, obligations, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 et seq., as amended, which is incorporated herein by reference as if fully set forth herein. In the event that Provider learns that project costs are likely to exceed twenty-five thousand dollars (\$25,000), it must immediately notify the County of the anticipated project costs, and in such case, compliance with said Pennsylvania Prevailing Wage Act is mandatory and the Prevailing Minimum Wage Predetermination will be attached and made part of this Agreement as approved by the Secretary of Labor and Industry. If a job classification is not covered by the Prevailing Wage Predetermination, the Provider may not pay individuals in that classification less than the lowest rate for laborers, as set out in the predetermination.

XV. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted this Agreement. The parties confer exclusive jurisdiction to interpret and enforce this Agreement upon the Bucks County Court of Common Pleas and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

Exhibit "F.1" - Acknowledgment of Progress Payment and Release of Liens (Contractor)

**ACKNOWLEDGMENT OF PROGRESS
PAYMENT AND RELEASE OF LIENS**

[NAME OF CONTRACTOR] ("Contractor") hereby acknowledges that, upon receipt from Woods Community Services, LLC. ("Owner") of the sum of \$ _____ (the "Progress Payment"), such Progress Payment shall constitute payment in full of the amount presently due from Owner to Contractor for labor performed or materials furnished by Contractor, and any and all subcontractors, sub-subcontractors and materialmen, pursuant to that certain Construction Contract between Owner and Contractor dated _____, as modified by and including any and all change orders, extras, additions, substitutions and omissions (the "Contract"), in connection with the construction of Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit, together with all related improvements (the "Project") located at 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) (the "Property").

The Progress Payment is more particularly described in the application for payment, dated _____, 202_ (the "Application"), which Application is incorporated herein by this reference.

Contractor hereby represents and warrants to Owner that (i) except for retainage in the amount of \$ _____ and as listed below, the Progress Payment constitutes payment in full of all amounts presently due from Owner to Contractor for labor performed and materials furnished pursuant to the Contract, (ii) no notice of intention or mechanic's or materialman's lien or claim has been filed against the Property by Contractor, (iii) to the best of Contractor's knowledge, information and belief, no notice of intention, stop notice or mechanic's or materialman's lien or claim has been filed against the Property by anyone who has performed labor or furnished materials with respect to the Project, (iv) there is no known basis for the filing of any mechanic's or materialman's lien, claim or stop notice with respect to the Project, (v) releases, in a form previously approved by Owner, have been obtained by Contractor from all subcontractors, sub-subcontractors and materialmen who are entitled to receive a portion of the Progress Payment, and (vi) all subcontractors, sub-subcontractors and materialmen who were entitled to receive a portion of any prior progress payment have been paid in full to the extent of that entitlement.

Contractor, on behalf of itself and all subcontractors, sub-subcontractors and materialmen, for and in consideration of the Progress Payment, hereby forever waives, releases and relinquishes any and all liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, for labor performed or materials furnished in connection with the Application.

Contractor further declares that by signing and sealing this instrument, Contractor shall be completely estopped from filing or maintaining any and all liens and claims against the Project and the Property for or with respect to the work described in the Application, but only to the extent that payment is received for such work, and that in the event that any lien or claim is filed, Contractor shall immediately take steps to cause any such lien to be discharged and satisfied. Contractor shall indemnify, defend and hold harmless Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out or resulting from the assertion of any mechanic's lien or claim or the filing of any mechanic's lien, claim, notice of intention or stop notice against the Project or the Property or the failure to discharge mechanic's liens, claims and other filings as aforesaid.

IN WITNESS WHEREOF, Contractor, intending to be legally bound hereby, has caused this instrument to be executed, under seal, as of this ____ day of ____ 202_.

CONTRACTOR:

By: _____ (Corporate Seal)
Print Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
_____ day of _____, 20__

NOTARY PUBLIC

Exhibit "F.3" - Acknowledgement of Final Payment and Release of Liens (Contractor)

**ACKNOWLEDGMENT OF FINAL
PAYMENT AND RELEASE OF LIENS**

[NAME OF CONTRACTOR] ("Contractor") hereby acknowledges that, upon receipt from Woods Community Services, LLC ("Owner"), of the sum of \$ _____ (the "Final Payment"), such Final Payment shall constitute the final payment due to Contractor for labor performed or materials furnished by Contractor, and any and all subcontractors, sub-subcontractors and materialmen, pursuant to that certain Construction Contract between Owner and Contractor dated _____, as modified by and including any and all change orders, extras, additions, substitutions and omissions (the "Contract"), in connection with the construction of the Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit, , together with all related site improvements (the "Project") located at 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) (the "Property").

Contractor hereby acknowledges that the Final Payment constitutes payment in full of all amounts owed by Owner to Contractor for the labor performed and materials furnished pursuant to the Contract.

Contractor, for and in consideration of the Final Payment and all other payments made pursuant to the Contract, hereby forever waives, releases and relinquishes any and all liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, for labor performed or materials furnished in connection with the construction of the Project. Owner, and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, shall hereafter have, hold and enjoy the Project and the Property free and discharged from all liens, claims and demands whatsoever which Contractor, has or might have on or against the Project, the Property or Owner.

Contractor hereby certifies and acknowledges, that it has received the sum of \$ _____ (the "Contract Price") in full consideration of all claims and demands whatsoever against or on account of labor performed or materials furnished in connection with the Project. The Contract Price includes all amounts due to Contractor, including, without limitation, amounts due for extras, change orders, additions, substitutions, retainage and, if applicable, savings participation. Contractor further certifies and acknowledges that all work required under subcontracts between Contractor and its subcontractors has been completed, and that all payments required for labor performed and materials furnished under such subcontracts have been paid in full.

Contractor further declares that by signing and sealing this instrument, Contractor shall be completely estopped from filing or maintaining any and all liens and claims against the Project and the Property, and that in the event that any lien or claim is filed, Contractor shall immediately take steps to cause any such lien or claim to be discharged and satisfied. Contractor shall indemnify defend and hold harmless Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out or resulting from the assertion of any mechanic's lien or claim or the filing of any mechanic's lien, claim, notice of intention or stop notice against the Project or the Property or the failure to discharge mechanic's liens or claims and other filings as aforesaid.

IN WITNESS WHEREOF, Contractor, intending to be legally bound hereby, has caused this instrument to be executed, under seal, as of this ____ day of _____, 202__.

CONTRACTOR: [NAME OF CONTRACTOR]

By: _____ (Corporate Seal)
Print Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
_____ day of _____, 20__

NOTARY PUBLIC

Exhibit "F.4" - Final Release of Liens (Subcontractor)

**FINAL RELEASE OF LIENS AND
GENERAL RELEASE AND INDEMNITY**

KNOW ALL MEN BY THESE PRESENTS, that _____ (the "SUBCONTRACTOR"), in consideration of final payment in the amount of \$ _____ on the Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit ("Project") located at 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) ("Property"), and for other good and valuable consideration, receipt of which is acknowledged by signing this Final Release of Liens and General Release and Indemnity, hereby releases and discharges, for itself, its successors and assigns, and all of its related and subsidiary corporations, Woods Community Services, LLC, and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns (collectively, "Owner") and their respective officers, directors and employees, successors and assigns of such corporations, of and from all actions and causes of actions, suits, debts, contracts, agreements, claims and demands of whatsoever kind of nature, in law or equity, known or unknown, foreseen and unforeseen, which the undersigned now has or may hereafter have, arising out of, relating to, on in connection with all labor, materials and equipment furnished and delivered pursuant to the Agreement dated _____, between Contractor, [NAME OF CONTRACTOR] ("Contractor") and SUBCONTRACTOR, as modified, relating to, arising out of, or in connection with the Project, which the undersigned ever had, now has, or any of them hereafter can, shall, or may have, for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

The undersigned does hereby release waive and forever relinquish unto the Owner, the Property and Contractor, all stop notice rights, liens, demands and claims of lien, whatever which the undersigned now has, might or could hereafter have against said Owner (including without limitation, Woods Services, Inc.), or on or against the Project or the Property.

The undersigned assumes entire responsibility and liability for any and all claims and/or damages of any nature or character whatsoever for which SUBCONTRACTOR shall be liable under the Contract Documents, or by operation of law, with respect to the Project covered by the aforementioned Agreement, and agrees to defend, indemnify and save Owner (including without limitation, Woods Services, Inc.) harmless from and against all claims, demands, liabilities, interests, loss, damage, attorney's fees, costs and expense of whatsoever kind or nature, whether for property damage or personal injuries (including death) to any and all person, whether employees of Owner (including without limitation, Woods Services, Inc.), or otherwise caused or occasioned thereby, resulting therefrom, arising out of or therefrom, or occurring in connection therewith or as imposed by law, limited to the scope of the subject matter of said subcontract. The undersigned further agrees to defend, indemnify and save Owner (including without limitation, Woods Services, Inc.) and Contractor harmless from any and all manner of claims, damages or suits, including all costs and expenses (including attorneys' fees) which Owner (including without limitation, Woods Services, Inc.) may incur or sustain in connection with same.

IN WITNESS WHEREOF, the undersigned has caused this General Release and Indemnity Agreement to be signed this ____ day of _____, 20__.

[NAME OF SUBCONTRACTOR] (SUBCONTRACTOR)

By: _____ (Corporate Seal)
Print Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
_____ day of _____, 20__

NOTARY PUBLIC

Exhibit "D"

**WOODS SERVICES
Renovations for New 16-Bed
Mollie Woods Psychiatric Hospital**

LIST OF DRAWINGS

ARCHITECTURAL DRAWINGS

CS COVER SHEET
LS-G GROUND FLOOR LIFE SAFETY PLAN
A1.0 GROUND FLOOR PLAN - EXISTING
A1.1 GROUND FLOOR PLAN - NEW WORK
A2.1 GROUND FLOOR PLAN - DEMOLITION
A2.2 GROUND FLOOR PLAN - DEMOLITION
A3.1 ENLARGED GROUND FLOOR PLAN - NEW WORK
A3.2 ENLARGED GROUND FLOOR PLAN - NEW WORK
A4.1 GROUND FLOOR REFLECTED CEILING PLAN - NEW WORK
A4.2 GROUND FLOOR REFLECTED CEILING PLAN - NEW WORK
A5.1 PARTITION TYPES
A6.1 ELEVATIONS
A6.2 CASEWORK ELEVATIONS & DETAILS
A7.1 DOOR SCHEDULE, NOTES & DETAILS
A7.2 FINISH SCHEDULE, NOTES & DETAILS

INTERIOR DRAWINGS

I-1 INTERIOR FINISH SPECIFICATIONS (NOT ISSUED)
I-2 INTERIOR FINISH PLAN (NOT ISSUED)
I-3 INTERIOR ELEVATIONS (NOT ISSUED)

STRUCTURAL DRAWINGS

S0.1 COVER SHEET
S0.2 GENERAL NOTES
S0.3 GENERAL NOTES
S0.4 SCHEDULE OF SPECIAL INSPECTIONS
S1.1 FOUNDATION & ROOF FRAMING PLANS
S4.1 FOUNDATION DETAILS & SECTIONS
S5.1 FRAMING DETAILS & SECTIONS

MECHANICAL, PLUMBING, FIRE PROTECTION, ELECTRICAL

MECHANICAL

MD-1 OVERALL DEMOLITION FLOOR PLAN - MECHANICAL
MD-2 OVERALL DEMOLITION FLOOR PLAN - MECHANICAL
M-1 OVERALL NEW WORK FLOOR PLAN - MECHANICAL
M-2 DETAILS & SCHEDULES - MECHANICAL

PLUMBING

PD-1 OVERALL DEMOLITION FLOOR PLAN - PLUMBING
P-1 OVERALL NEW WORK FLOOR PLAN - PLUMBING
P-2 OVERALL NEW WORK FLOOR PLAN - PLUMBING
P-3 LEGENDS & SCHEDULES - PLUMBING
P-4 DETAILS - PLUMBING

FIRE PROTECTION

FPD-1 OVERALL DEMOLITION FLOOR PLAN - FIRE PROTECTION
FP-1 OVERALL NEW WORK FLOOR PLAN - FIRE PROTECTION
FP-2 DETAILS & SCHEDULES - FIRE PROTECTION

ELECTRICAL

ED-1 OVERALL DEMOLITION FLOOR PLAN - LIGHTING
ED-2 OVERALL DEMOLITION FLOOR PLAN - POWER
E-1 OVERALL NEW WORK FLOOR PLAN - LIGHTING
E-2 OVERALL NEW WORK FLOOR PLAN - POWER
E-3 OVERALL NEW WORK FLOOR PLAN - SPECIAL SYSTEMS
E-4 DETAILS & SCHEDULES - ELECTRICAL
E-5 SCHEDULES - ELECTRICAL

- 1.3.2 State of incorporation:
- 1.3.3 President'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 of license numbers, if applicable.
- 2.2 List jurisdictions (counties) 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. List in detail the amount of experience within these categories
- 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 lawsuits or requested arbitration with regard to construction contracts within the last five years?

4. REFERENCES AND SUPPORTING

4.1 Customer References (at least three full contact references):

4.2 Contractor References:

4.3 You are encouraged to include any company specific prepared marketing and job history materials along with this response form

4.4 Insurance (include copy of certificate of insurance):

4.4.1 Name and address of Insurance Agent for General Liability:

Policy Number:
Carrier:

4.4.2 Name and address of insurance agent for workers compensation:

Policy Number:
Carrier:

5.0 SIGNATURE

5.1 Dated at this _____ day of _____, 200__.

Name of Organization:

By:

Title:

Exhibit "C"

Christopher P. Coval, Esquire
Attorney I.D. #93688
Fenningham Dempster & Coval LLP
5 Neshaminy Interplex, Suite 315
Trevose, PA 19053
215-639-4070
ccoval@fsdc-law.com

ATTORNEY FOR
WOODS SERVICES, INC. and
WOODS COMMUNITY SERVICES, LLC

WOODS SERVICES, INC. :
40 Martin Gross Drive :
Langhorne, PA 19047 :

IN THE COURT OF COMMON PLEAS
BUCKS COUNTY, PENNSYLVANIA

and :

WOODS COMMUNITY SERVICES, LLC :
40 Martin Gross Drive :
Langhorne, PA 19047 :

No. _____

Owners :

and :

Name :
Address 1 :
Address 2 :

Contractor :

MECHANICS' LIEN DOCKET

ADVANCE WAIVER OF RIGHT TO FILE MECHANICS' LIEN CLAIMS

WHEREAS, _____ ("Contractor") and Woods Community Services, LLC ("WCS"), have entered into a certain Agreement (being an AIA A101-2017 Standard Form of Agreement Between Owner and Contractor, together with Exhibits, Addenda and attachments thereto, dated as of _____ (the "Contract"), wherein Contractor agreed to furnish, among other things, all the labor, materials and services necessary or contemplated for the construction of certain site improvements and renovations on certain property, known as 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) which is owned by Woods Services, Inc. (the sole member of WCS, hereinafter individually "Woods", and together with WCS, collectively, "Owners").

WHEREAS, Pursuant to the terms of the Contract, Contractor has posted a Payment Bond guaranteeing payment for all labor and materials furnished by parties claiming through Contractor, attached hereto as Exhibit "A."

WHEREAS, WCS and Contractor have agreed that no mechanic's claim or lien shall be filed by any "subcontractor" (as such term is defined in 49 P.S. § 1201) against said structure or property of Woods, or any part thereof, for any work, labor, materials or services furnished or supplied in connection with the Contract.

NOW, THEREFORE, Contractor on behalf of all of its subcontractors and materialmen, and for all persons whomsoever acting or claiming through or under Contractor, them, or any of them, intending to be legally bound hereby, covenants, promises and agrees to and with Owners, and their respective successors and assigns, as follows:

1. No lien of any kind whatsoever shall be filed or maintained by Contractor or any subcontractor, materialman, laborer or any person whomsoever acting or claiming, by, through or under Contractor, them, or any of them, against said structure or property, or the curtilage appurtenant thereto, or any portion thereof, for or on account of any work or labor done or materials or services furnished by them, or any of them, in connection with the Contract.

2. Contractor, for all subcontractors, materialmen and laborers, hereby irrevocably authorizes and empowers any attorney of any Court of the Commonwealth of Pennsylvania, from time to time, to appear as attorney for them, or any of them, in any of said courts and in their, and each of their name or names, as the case may be, to mark satisfied of record, at their cost and expense, any and all claims and liens filed by or for any subcontractor, materialman or laborer, against said property or curtilage, or any part thereof; for such act or acts this instrument shall be good and sufficient warrant and authority; and a reference to the court, term and number, in which and where this Waiver of Liens shall have been filed shall be sufficient evidence of the authority herein contained to warrant such action. Contractor, for all subcontractors, materialmen and laborers, and each of them, does hereby remise, release, quitclaim and forever discharge all rights and all manner of errors, defects and imperfections whatsoever in entering any such satisfaction or satisfactions, or in any wise whatsoever touching or concerning the same.

3. This Waiver of Liens shall be and constitute an independent covenant and shall operate and be effective as well with respect to all work and labor done and materials and services furnished under any modification or amendment of the Contract or under any supplemental or additional contract for extra work, although not herein referred to, as to work and labor done and materials and services furnished under the Contract.

4. Contractor hereby warrants that no work or labor, of whatsoever kind or nature, has as yet been done and that no materials or services whatsoever have as yet been furnished by anyone, under, towards or in connection with the execution or performance of the Contract.

[signature page to follow]

IN WITNESS WHEREOF, Contractor has caused these presents to be executed, under seal, this _____ day of _____.

Witness:

CONTRACTOR: _____

By: _____

Name: _____

Title: _____

COMMONWEALTH OF PENNSYLVANIA

COUNTY OF _____:

On this, the _____ day of _____ before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of _____, and that he, as such officer, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as such officer.

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

Notary Public
[Notarial Seal]
My Commission Expires:

Exhibit “A”

Copy of Payment Bond

Exhibit "E"

**WOODS SERVICES
Renovations for New 16-Bed
Mollie Woods Psychiatric Hospital**

TECHNICAL SPECIFICATIONS

DIVISION 1: GENERAL REQUIREMENTS

MasterFormat 2011

Section

| | | |
|----------|---|------------------|
| 01 11 00 | Summary of Work | 01 11 00-1 to 4 |
| 01 29 00 | Contract Considerations | 01 29 00-1 to 3 |
| 01 31 00 | Coordination and Meetings | 01 31 00-1 to 6 |
| 01 33 00 | Submittals | 01 33 00-1 to 6 |
| 01 40 00 | Quality Control | 01 40 00-1 to 4 |
| 01 42 00 | Definitions and Standards | 01 42 00-1 to 7 |
| 01 50 00 | Construction Facilities & Temporary Controls | 01 50 00-1 to 5 |
| 01 56 00 | Infection Control Procedures | 01 56 00-1 to 13 |
| 01 60 00 | Material and Equipment | 01 60 00-1 to 3 |
| 01 73 29 | Cutting and Patching | 01 73 29-1 to 3 |
| 01 77 00 | Project Closeout | 01 77 00-1 to 6 |

DIVISION 2: SITE PREPARATION

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Section

| | | |
|----------|--------------------------|------------------|
| 02 41 19 | Selective Demolition | 02 41 19-1 to 2 |
| 02 75 10 | Cement Concrete Pavement | 02 75 10-1 to 14 |
| 02 76 40 | Pavement Joint Sealants | 02 76 40-1 to 6 |

02 92 00 Lawns and Grasses 02 92 00-1 to 9
02 93 00 Exterior Plants 02 93 00-1 to 13

DIVISION 3: CONCRETE

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Section

03 54 00 Concrete Leveling Course 03 54 00-1 to 2

DIVISION 4: MASONRY

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Section

04 20 00 Unit Masonry 04 20 00-1 to 4

DIVISION 5: METALS

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Section

05 12 00 Structural Steel 05 12 00-1 to 12
05 40 00 Cold-Formed Metal Framing 05 40 00-1 to 10
05 50 00 Metal Fabrications 05 50 00-1 to 3

DIVISION 6: WOOD & PLASTICS

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Section

06 10 00 Rough Carpentry 06 10 00-1 to 2
06 20 00 Finish Carpentry 06 20 00-1 to 5

DIVISION 7: THERMAL AND MOISTURE PROTECTION

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Section

07 81 00 Spray-On Fireproofing 07 81 00-1 to 9
07 84 13 Through-Penetration Firestop
Systems 07 84 13-1 of 1
07 84 43 Fire-Resistive Joint Systems 07 84 43-1 to 2
07 92 00 Joint Sealers 07 92 00-1 to 4

DIVISION 8: DOORS, WINDOWS AND GLASS

MasterFormat 2011

Section

08 11 00 Custom Steel Doors & Frames 08 11 00-1 to 3
08 14 00 Wood Doors 08 14 00-1 to 3
08 31 00 Access Doors 08 14 00-1 to 2

08 51 13 Aluminum Windows 08 51 13-1 to 10
08 71 00 Door Hardware 08 71 00-1 to 3
08 80 00 Glazing 08 80 00-1 to 4

DIVISION 9: FINISHES

MasterFormat 2011

Section

09 20 00 Gypsum Board System 09 20 00-1 to 4
09 30 13 Ceramic Tile 09 30 13-1 to 4
09 65 00 Resilient Flooring 09 65 00-1 to 4
09 73 00 Epoxy Resin Flooring 09 73 00-1 to 5
09 90 00 Painting 09 90 00-1 to 6

DIVISION 10: SPECIALTIES

MasterFormat 2011

Section

10 26 00 Wall Surface Protection 10 26 00-1 to 2
10 28 00 Toilet & Bath Accessories 10 28 00-1 to 3
10 44 00 Fire Extinguishers 10 44 00-1 to 3
10 51 13 Wardrobe Lockers 10 51 13-1 to 2
10 99 00 Miscellaneous Items 10 99 00-1 to 2

DIVISION 11: EQUIPMENT

See Drawings

DIVISION 12: FURNISHINGS

NOT APPLICABLE

DIVISION 13: SPECIAL CONSTRUCTION

NOT APPLICABLE

DIVISION 14: CONVEYING SYSTEM

NOT APPLICABLE

DIVISION 21: FIRE PROTECTION WORK

SEE DRAWINGS

—
DIVISION 22: PLUMBING WORK

SEE DRAWINGS

DIVISION 23: MECHANICAL WORK

SEE DRAWINGS

DIVISION 26: ELECTRICAL WORK

SEE DRAWINGS

Exhibit "B.1"

SELECTED FUNDING AGREEMENT PROVISIONS

VII. GENERAL CONDITIONS.

F. Contract Modification, Amendment and Termination

1. **Term.** This Agreement shall commence on the Effective Date and continue in full force and effect Parties until the later of the final payment hereunder is received by the Provider or until the acquisition of services and/or property, real or personal, or any construction, improvement and/or renovation funded, in whole or in part, by this Agreement is completed (the "Term"), subject, however, to any preservation of rights or securing of interests by or of COUNTY as provided or intended by the terms and conditions of this Agreement, which rights and interests so preserved and/or secured shall survive the termination of this Agreement. COUNTY's right to enforce the Provider's compliance with the terms and conditions of this Agreement shall survive the termination of the Agreement.

2. **Termination by COUNTY.** In addition to any other provisions of this Agreement by which termination may occur, this Agreement may be terminated by COUNTY upon the happening of any of the following events and upon compliance with the notice provisions set forth below:

(a) **Without Cause Upon Notice.** COUNTY may terminate this Agreement at any time upon giving ninety (90) days prior written Notice to the Program Provider,

(b) **Upon Termination of the DHS Agreement.** If [the Commonwealth of Pennsylvania, Department of Human Services](referred to as DHS) terminates the DHS Agreement, with or without cause, COUNTY may terminate this Agreement upon giving seven (7) days prior written notice to the Provider.

(c) **Termination for Cause.** COUNTY may terminate this Agreement for cause upon fifteen (15) days prior written notice unless the termination for cause is due to theft or fraud or the-misapplication or misappropriation of Reinvestment Funds paid pursuant to this Agreement by the Provider or one of its subcontractors. In the event termination for cause is due to theft or fraud or the misapplication or misappropriation of Reinvestment Funds paid pursuant to this Agreement by the Provider or one of its contractors, COUNTY may terminate this Agreement immediately upon the issuance of written notice thereof. The notice shall set forth the grounds for termination and, for termination under Section 2, subparagraphs (b) and (c), Provider with has an opportunity to respond to allegation of theft or fraud within ten (10) days notice. For termination under Section 2. Subparagraphs herein, shall provide the Provider with ten (10) days in which to initiate corrective action and cure the deficiency (hereinafter the "cure period"). If corrective action is not completed to the reasonable satisfaction of COUNTY within the cure period, the termination will be effective at the expiration of the cure period. In the event COUNTY, in its sole discretion, determines that the deficiency by its nature cannot be cured within the cure period, upon demonstration by the Provider that it has initiated and diligently and without interruption

proceeded towards the completion of the corrective action and that it has made substantial progress but has a substantial need for additional time to effect a cure, COUNTY, at its sole election, with the consent and approval of DHS, if necessary, may grant the Provider an extension of the termination of the cure period, the length of said extension period to be determined in the sole discretion of COUNTY. In any event, however, if the deficiency is not cured to the sole satisfaction of COUNTY, with the consent and approval of DHS, if necessary, the termination of this Agreement shall become effective immediately upon the later of the termination of the cure period or any extension thereof. For purposes of this Agreement, "cause" shall be defined as any one of the following:

(1.) The Provider defaults in the performance of any material duties or obligations hereunder or is in material breach of any provision of this Agreement whether or not such default or material breach results from an action or omission of any of its subcontractors; or

(2.) The Provider or any of its subcontractors misapplies or misappropriates Reinvestment Funds paid pursuant to this Agreement; or

(3.) The Provider loses or has suspended its enrollment in the MA program; or

(4.) The Provider loses or has suspended its license or certification necessary to perform the services it was to render in the Program;

(5.) COUNTY, in its sole discretion, determines that the Provider made a material misrepresentation in the information or data it submitted to COUNTY, and thereby DHS, in the [Reinvestment Plan] ("Plan"); or

(6.) The Provider or its parent is suspended or disbarred by the federal or any state government;

(7.) COUNTY, in its sole discretion, determines that the unmet or under-met mental health and drug and alcohol treatment needs of MA-eligible persons which the Program was intended to address does not exist or is not substantial enough to merit a continuation of the Program; or

(8.) An adverse material change in circumstances affecting the Plan, the Program or the Provider occurs as described in Section 3, Paragraphs b and c hereinabove; or

(9.) If the Provider shall dissolve, make an assignment for the benefit of its creditors, or there shall be instituted by or against the Provider a petition initiating any case under the United States Bankruptcy Code or any analogous state law relating to insolvency or relief for debtors, or a petition for the appointment of a receiver, trustee or other representative or for similar relief under any federal or state law, or if a receiver, trustee or other judicial representative is appointed for either of them or a material portion of the assets of either of them; provided, however, that if any of the above proceedings are commenced against the Provider, and the Provider contests such proceedings, such event shall not constitute "Cause"

hereunder unless such proceedings are not dismissed within ninety (90) days after commencement thereof; or

(10.) The Provider fails to timely and/or properly implement or operate the Program in accordance with the terms and conditions of this Agreement, including the Plan and any other documents and representations incorporated herein.

3. **Termination Due to Unavailability of Funds/ Approvals.** COUNTY shall notify the Provider within twenty-four (24) hours of receipt of notice that any of the following events has occurred. COUNTY may terminate this Agreement consistent with the terms of the notice it receives concerning any of these events:

(a) Notification by the United States Department of Health and Human Services of the withdrawal of federal financial participation in all or a material part of the cost hereof for covered services/contracts; or

(b) Notification to or a determination by COUNTY that there will be a material unavailability of funds for the operation of the Program in the County; or

(c) Notification that the federal, Commonwealth, and/or local approvals necessary to operate the Health Choices Program or the Program in the County will not be obtained, retained, or renewed; or

(d) Notification by any federal, Commonwealth or local agency or department that the authority under which the Program Provider operates, is subject to suspension or revocation proceedings or sanctions, has been suspended, limited or curtailed to any material extent, or has been revoked, or has expired and will not be renewed.

4. **Termination due to Force Majeure Event.** In the event of a major disaster or epidemic as declared by the Governor of the Commonwealth of Pennsylvania, or act of any military or civil authority, outage of communications, power or other utility, the Provider shall operate the Program as may be practical. The Provider shall not be liable nor deemed to be in default for any nonperformance of or noncompliance with this Agreement when such nonperformance or noncompliance is the direct or proximate result of the depletion of staff or facilities by the major disaster or epidemic or act of any military or civil authority, outage of communications, power or other utility; provided, however, that COUNTY may terminate this Agreement if, as a result of the occurrence and continuation of a Force Majeure event as identified above, in the sole determination of COUNTY, the ability of the Program to implement and/or operate the Program or COUNTY's ability to operate the Health Choices Program is substantially interrupted. COUNTY may also terminate this Agreement if such a determination regarding COUNTY and/or the Program Provider resulting from a Force Majeure is made by DHS. In either such event, COUNTY will give the Provider ten (10) days written notice of any termination pursuant to this Subparagraph, and such notice shall set forth the proposed termination date.

5. **COUNTY's Rights and/or Remedies upon Termination for Cause.** Any termination of this Agreement by COUNTY for cause shall constitute a default by the Provider of its obligations and responsibilities under this Agreement and shall entitle COUNTY to pursue any right or remedy it may have against or collect any damages it may be entitled to receive from the Provider pursuant to this Agreement in addition to any rights or remedies it may have against the Provider at law or in equity for a breach of the terms and conditions hereof and/or a default hereunder.

6. **Cessation, Suspension or Withholding of Payment of Reinvestment Funds Upon Notice of Termination.** Notwithstanding any other provision of this Agreement to the contrary, upon the issuance by COUNTY of any notice of termination as hereinabove provided, COUNTY reserves the right, in its sole discretion, to immediately cease, suspend and/or withhold the payment of any Reinvestment Funds to be paid to the Provider pursuant to this Agreement. In the event of the issuance of any notice of termination and the cessation, suspension or withholding by COUNTY of the payment of Reinvestment Funds hereunder, COUNTY shall be relieved of any and all liabilities and obligations hereunder and/or herefrom, including any claim for consequential damages to the Provider which otherwise could have been sought by the Provider for any and all losses due to expenditures and/or financial commitments incurred on the basis of entering into this Agreement and the Provider hereby releases COUNTY from any and all liability for any and all claims which it has or may have which could or might arise or may have arisen as a result of COUNTY's cessation, suspension or withholding of the payment of Reinvestment Funds hereunder.

L. Suspension or Debarment

2. If Provider enters into subcontracts or employees under this contract any subcontractors/individuals who are currently suspended or debarred by the State or Federal government during the term of this contract or any extension or renewals thereof, the County shall have the right to require the provider to terminate such subcontracts or employment.

3. The Provider agrees to reimburse the State for the reasonable costs of investigation incurred by the Office of Inspector General for investigation of the Provider's compliance with terms of this or any other agreement between the Provider and the County which result in the suspension or debarment of the Provider. Such costs shall include, but are not limited to, salaries of investigators, including overtime travel and lodging expenses, and expert witness and documentary fees. The Provider shall not be responsible for investigative costs for investigations which do not result in the Provider's suspension or debarment.

4. The Provider may obtain the current list of suspended and debarred providers by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125

Telephone No. (717)783-6472
Fax No. (717)787-9138

M. Equal Employment Opportunity

Provider expressly agrees to comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission (6 PA Code Ch. 49), Title VI of the Civil Rights Act of 1964, as amended, the Pennsylvania Human Relations Act, as amended (43 P.S. Section 951, et seq.), Executive Order No. 11246, as amended by Executive Order No. 11365, and Executive Directive No. 21 (issued by the Governor, September 27, 1971), so that during the term of this Agreement, Provider agrees as follows:

1. Provider shall practice non-discrimination in order to ensure that applicants employed and that employees or agents are treated during employment without regard to their race, color, religious creed, ancestry, handicap or disability, use of guide dogs because of blindness of the user, age, sex, or national origin. Such non-discrimination shall include, but is not limited to the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Provider shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, notices to be provided by the Department setting forth the provisions of this non-discrimination clause.

3. Provider shall send each labor union of workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this non-discrimination clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment. Similar notice shall be sent to every other source or recruitment utilized by the Provider.

4. It shall be no defense to a finding of a non-compliance with Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause that Provider had delegated some of its employment practices to any union, training program or other source of recruitment which prevents it from meeting its obligations.

5. When the practices of a union or any training, program or other source of recruitment will result in the exclusion of minority group persons, so that the Provider will be unable to meet its obligations under Executive Order 1972-1 or any regulations issued by the Pennsylvania Human Relations Commission or this non-discrimination clause, Provider shall then employ and fill vacancies through other employment procedures without regard to race, color, religious creed, ancestry, handicap or disability, use of guide dogs because of blindness of the user, age, sex, or national origin.

8(a). Provider will take such action with respect to any subcontract or purchase order as the contracting agency may direct as a means of enforcing such provision, including sanctions for noncompliance: Provided, however, that in the event Provider becomes involved in, or is

threatened with litigation with a subcontractor or vendor as a result of such direction by the contracting agency, Provider may request the United States, the Commonwealth of Pennsylvania, or the Department of Public Welfare to enter into such litigation to protect their respective interests.

O. Provisions concerning the Americans with Disabilities Act

1. Pursuant to Federal regulations promulgated under the authority of the Americans With Disabilities Act, 28 C.F.R. Section 35.101 et seq., the Contractor understands and agrees that no individual with a disability shall, on the basis of disability, be excluded from participation in this contract or from activities provided for under this contract. As a condition of accepting and executing this contract, the Contractor agrees to comply with the "General Prohibitions Against Discrimination," 28 C.F.R. Section 35.130, and all other regulations promulgated under Title II of the Americans with Disabilities Act which are applicable to the benefits, services, programs, and activities provided by the County of County through contracts with outside contractors

2. The Contractor shall be responsible for and agrees to indemnify and hold harmless the County of County from all losses, damages, expenses, claims, demands, suits and actions brought by any party against the County of County as a result of the Contractor's failure to comply with the provisions of paragraph 1, above.

P. Certification regarding environmental tobacco smoke.

Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by Federal programs either directly or through State or local government, by Federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable Federal funds in Medicare or Medicaid; or facilities where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible entity. By signing this Agreement, the provider/contractor (for acquisitions or applicant/grantee (for grants) certifies that the submitting organization will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

The submitting organization agrees that it will require that the language of this certification be included in any sub-awards which contain provisions for children's services and that all sub-recipients shall certify accordingly.

VII. ADMINISTRATIVE REQUIREMENTS

B. Reporting and Procurement Procedures

1. Payment Procedures The County will pay Provider funds available under this Agreement based upon an invoice and appropriate backup submitted by the Provider and consistent with any approved budget and County policy concerning payments. Payments will be made for eligible expenses actually incurred by Provider, and not to exceed actual cash requirements of the eligible expenses.

Payments will be made in accordance with the County's policy of Net 30 Date-of-Invoice unless other arrangements have been made by the Provider or the requirement is waived by the County Controller's Department

2. Content Provider shall cause all of the provisions of this Agreement to be included in and made a part of any contract executed in the performance of this Agreement

C. Procurement, Suspension and Debarment

1. General Policy Provider must ensure adherence to all applicable local, State and Federal Procurement laws and regulations. Provider shall maintain an infrastructure for competitive bidding and contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with contractors or subcontractors that are suspended, debarred or otherwise ineligible from participating in Federal Assistance Programs, All procurement transactions for property or services must be conducted in a manner providing full and open competition.

2. Prevailing Minimum Wage Determination The Provider is hereby notified that, in the event that project costs exceed twenty-five thousand dollars (\$25,000), this contract will be subject to the provisions, duties, obligations, remedies and penalties of the Pennsylvania Prevailing Wage Act, 43 P.S. §165-1 et seq., as amended, which is incorporated herein by reference as if fully set forth herein. In the event that Provider learns that project costs are likely to exceed twenty-five thousand dollars (\$25,000), it must immediately notify the County of the anticipated project costs, and in such case, compliance with said Pennsylvania Prevailing Wage Act is mandatory and the Prevailing Minimum Wage Predetermination will be attached and made part of this Agreement as approved by the Secretary of Labor and Industry. If a job classification is not covered by the Prevailing Wage Predetermination, the Provider may not pay individuals in that classification less than the lowest rate for laborers, as set out in the predetermination.

XV. GOVERNING LAW AND VENUE

This Agreement shall be construed and enforced in accordance with the substantive laws of the Commonwealth of Pennsylvania, excepting conflicts of laws, and without regard to rules of construction or interpretation relating to which party drafted this Agreement. The parties confer exclusive jurisdiction to interpret and enforce this Agreement upon the Bucks County Court of Common Pleas and waive any objections to such jurisdiction and venue, including objection as to an inconvenient forum.

Exhibit "F.1" - Acknowledgment of Progress Payment and Release of Liens (Contractor)

**ACKNOWLEDGMENT OF PROGRESS
PAYMENT AND RELEASE OF LIENS**

[NAME OF CONTRACTOR] ("Contractor") hereby acknowledges that, upon receipt from Woods Community Services, LLC. ("Owner") of the sum of \$ _____ (the "Progress Payment"), such Progress Payment shall constitute payment in full of the amount presently due from Owner to Contractor for labor performed or materials furnished by Contractor, and any and all subcontractors, sub-subcontractors and materialmen, pursuant to that certain Construction Contract between Owner and Contractor dated _____, as modified by and including any and all change orders, extras, additions, substitutions and omissions (the "Contract"), in connection with the construction of Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit, together with all related improvements (the "Project") located at 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) (the "Property").

The Progress Payment is more particularly described in the application for payment, dated _____, 202_ (the "Application"), which Application is incorporated herein by this reference.

Contractor hereby represents and warrants to Owner that (i) except for retainage in the amount of \$ _____ and as listed below, the Progress Payment constitutes payment in full of all amounts presently due from Owner to Contractor for labor performed and materials furnished pursuant to the Contract, (ii) no notice of intention or mechanic's or materialman's lien or claim has been filed against the Property by Contractor, (iii) to the best of Contractor's knowledge, information and belief, no notice of intention, stop notice or mechanic's or materialman's lien or claim has been filed against the Property by anyone who has performed labor or furnished materials with respect to the Project, (iv) there is no known basis for the filing of any mechanic's or materialman's lien, claim or stop notice with respect to the Project, (v) releases, in a form previously approved by Owner, have been obtained by Contractor from all subcontractors, sub-subcontractors and materialmen who are entitled to receive a portion of the Progress Payment, and (vi) all subcontractors, sub-subcontractors and materialmen who were entitled to receive a portion of any prior progress payment have been paid in full to the extent of that entitlement.

Contractor, on behalf of itself and all subcontractors, sub-subcontractors and materialmen, for and in consideration of the Progress Payment, hereby forever waives, releases and relinquishes any and all liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, for labor performed or materials furnished in connection with the Application.

Contractor further declares that by signing and sealing this instrument, Contractor shall be completely estopped from filing or maintaining any and all liens and claims against the Project and the Property for or with respect to the work described in the Application, but only to the extent that payment is received for such work, and that in the event that any lien or claim is filed, Contractor shall immediately take steps to cause any such lien to be discharged and satisfied. Contractor shall indemnify, defend and hold harmless Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, from and against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out or resulting from the assertion of any mechanic's lien or claim or the filing of any mechanic's lien, claim, notice of intention or stop notice against the Project or the Property or the failure to discharge mechanic's liens, claims and other filings as aforesaid.

IN WITNESS WHEREOF, Contractor, intending to be legally bound hereby, has caused this instrument to be executed, under seal, as of this ____ day of ____ 202_.

CONTRACTOR:

By: _____ (Corporate Seal)
Print Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
_____ day of _____, 20__

NOTARY PUBLIC

Exhibit "F.2" - Acknowledgment of Progress Payment and Release of Liens (Subcontractor)

ACKNOWLEDGEMENT OF PROGRESS PAYMENT AND RELEASE OF CLAIMS AND LIENS

Project Description: Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit

Property Description: 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001)

Owner: Woods Community Services, LLC

1. The undersigned acknowledges all sums due on the project are paid to date and the undersigned waives and releases all rights he/she/it has to assert claims of any kind, including, without limitation, those arising from mechanic's lien, materialman's lien, construction lien, or other lien rights, against Contractor, the Owner or any interest of the Owner or others in the Property (including without limitation, and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns), with respect to work performed or labor, materials, or equipment supplied through _____ ("Applicable Release Date")

2. As an inducement to making the requested payment, the undersigned represents and warrants the following:

(a) all payments due have been made to date, less retainage, for all work performed and labor, materials, and equipment supplied in connection with the Project through the Applicable Release Date; and

(b) there are no outstanding claims with respect to work performed on the Project, or labor, materials, or equipment supplied for the Project through the Applicable Release Date, except for those listed on the reverse of this page; and

(c) the undersigned has not assigned any claim or lien right against the owner or its property to any other person or entity; and

(d) all persons or entities from whom the Subcontractor obtained labor, materials, or equipment for the Project have been paid in full and no such person or entity has any claim or lien against the Project for work performed on the Project, or labor, materials, or equipment supplied for the Project, through the Applicable Release Date; and

(e) no security interest has been given or executed by the undersigned in connection with any materials or equipment placed upon or installed in the Project.

Company Name: _____

Address: _____

BY: _____ (Corporate Seal)

(Signature)

Typed Name and Title: _____

Date: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS

_____ day of _____, 20__

NOTARY PUBLIC

Exhibit "F.3" - Acknowledgement of Final Payment and Release of Liens (Contractor)

**ACKNOWLEDGMENT OF FINAL
PAYMENT AND RELEASE OF LIENS**

[NAME OF CONTRACTOR] ("Contractor") hereby acknowledges that, upon receipt from Woods Community Services, LLC ("Owner"), of the sum of \$ _____ (the "Final Payment"), such Final Payment shall constitute the final payment due to Contractor for labor performed or materials furnished by Contractor, and any and all subcontractors, sub-subcontractors and materialmen, pursuant to that certain Construction Contract between Owner and Contractor dated _____, as modified by and including any and all change orders, extras, additions, substitutions and omissions (the "Contract"), in connection with the construction of the Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit, , together with all related site improvements (the "Project") located at 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) (the "Property").

Contractor hereby acknowledges that the Final Payment constitutes payment in full of all amounts owed by Owner to Contractor for the labor performed and materials furnished pursuant to the Contract.

Contractor, for and in consideration of the Final Payment and all other payments made pursuant to the Contract, hereby forever waives, releases and relinquishes any and all liens, claims and demands whatsoever, which it now has or might or could have on or against the Project, the Property, Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, for labor performed or materials furnished in connection with the construction of the Project. Owner, and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, shall hereafter have, hold and enjoy the Project and the Property free and discharged from all liens, claims and demands whatsoever which Contractor, has or might have on or against the Project, the Property or Owner.

Contractor hereby certifies and acknowledges, that it has received the sum of \$ _____ (the "Contract Price") in full consideration of all claims and demands whatsoever against or on account of labor performed or materials furnished in connection with the Project. The Contract Price includes all amounts due to Contractor, including, without limitation, amounts due for extras, change orders, additions, substitutions, retainage and, if applicable, savings participation. Contractor further certifies and acknowledges that all work required under subcontracts between Contractor and its subcontractors has been completed, and that all payments required for labor performed and materials furnished under such subcontracts have been paid in full.

Contractor further declares that by signing and sealing this instrument, Contractor shall be completely estopped from filing or maintaining any and all liens and claims against the Project and the Property, and that in the event that any lien or claim is filed, Contractor shall immediately take steps to cause any such lien or claim to be discharged and satisfied. Contractor shall indemnify defend and hold harmless Owner and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns, from and against all claims, damages, losses and expenses, including, but not limited to, reasonable attorney's fees, arising out or resulting from the assertion of any mechanic's lien or claim or the filing of any mechanic's lien, claim, notice of intention or stop notice against the Project or the Property or the failure to discharge mechanic's liens or claims and other filings as aforesaid.

IN WITNESS WHEREOF, Contractor, intending to be legally bound hereby, has caused this instrument to be executed, under seal, as of this ____ day of _____, 202__.

CONTRACTOR: [NAME OF CONTRACTOR]

By: _____ (Corporate Seal)
Print Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
_____ day of _____, 20__

NOTARY PUBLIC

Exhibit "F.4" - Final Release of Liens (Subcontractor)

**FINAL RELEASE OF LIENS AND
GENERAL RELEASE AND INDEMNITY**

KNOW ALL MEN BY THESE PRESENTS, that _____ (the "SUBCONTRACTOR"), in consideration of final payment in the amount of \$ _____ on the Renovations for New Mollie Woods Psychiatric Hospital 16-Bed Adult Behavioral Health Unit ("Project") located at 20 Meadowood Drive, Langhorne, PA 19047 (Tax Parcel ID No. 19-005-001) ("Property"), and for other good and valuable consideration, receipt of which is acknowledged by signing this Final Release of Liens and General Release and Indemnity, hereby releases and discharges, for itself, its successors and assigns, and all of its related and subsidiary corporations, Woods Community Services, LLC, and Owner's affiliates and related entities, including without limitation, Woods Services, Inc., and each of their respective successors and assigns (collectively, "Owner") and their respective officers, directors and employees, successors and assigns of such corporations, of and from all actions and causes of actions, suits, debts, contracts, agreements, claims and demands of whatsoever kind of nature, in law or equity, known or unknown, foreseen and unforeseen, which the undersigned now has or may hereafter have, arising out of, relating to, on in connection with all labor, materials and equipment furnished and delivered pursuant to the Agreement dated _____, between Contractor, [NAME OF CONTRACTOR] ("Contractor") and SUBCONTRACTOR, as modified, relating to, arising out of, or in connection with the Project, which the undersigned ever had, now has, or any of them hereafter can, shall, or may have, for, or by reason of any cause, matter or thing whatsoever, from the beginning of the world to the date of these presents.

The undersigned does hereby release waive and forever relinquish unto the Owner, the Property and Contractor, all stop notice rights, liens, demands and claims of lien, whatever which the undersigned now has, might or could hereafter have against said Owner (including without limitation, Woods Services, Inc.), or on or against the Project or the Property.

The undersigned assumes entire responsibility and liability for any and all claims and/or damages of any nature or character whatsoever for which SUBCONTRACTOR shall be liable under the Contract Documents, or by operation of law, with respect to the Project covered by the aforementioned Agreement, and agrees to defend, indemnify and save Owner (including without limitation, Woods Services, Inc.) harmless from and against all claims, demands, liabilities, interests, loss, damage, attorney's fees, costs and expense of whatsoever kind or nature, whether for property damage or personal injuries (including death) to any and all person, whether employees of Owner (including without limitation, Woods Services, Inc.), or otherwise caused or occasioned thereby, resulting therefrom, arising out of or therefrom, or occurring in connection therewith or as imposed by law, limited to the scope of the subject matter of said subcontract. The undersigned further agrees to defend, indemnify and save Owner (including without limitation, Woods Services, Inc.) and Contractor harmless from any and all manner of claims, damages or suits, including all costs and expenses (including attorneys' fees) which Owner (including without limitation, Woods Services, Inc.) may incur or sustain in connection with same.

IN WITNESS WHEREOF, the undersigned has caused this General Release and Indemnity Agreement to be signed this ____ day of _____, 20__.

[NAME OF SUBCONTRACTOR] (SUBCONTRACTOR)

By: _____ (Corporate Seal)
Print Name: _____
Title: _____

SWORN TO AND SUBSCRIBED BEFORE ME THIS
_____ day of _____, 20__

NOTARY PUBLIC

- 1.3.2 State of incorporation:
 - 1.3.3 President'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 of license numbers, if applicable.
- 2.2 List jurisdictions (counties) 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. List in detail the amount of experience within these categories
- 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 lawsuits or requested arbitration with regard to construction contracts within the last five years?

4. REFERENCES AND SUPPORTING

4.1 Customer References (at least three full contact references):

4.2 Contractor References:

4.3 You are encouraged to include any company specific prepared marketing and job history materials along with this response form

4.4 Insurance (include copy of certificate of insurance):

4.4.1 Name and address of Insurance Agent for General Liability:

Policy Number:
Carrier:

4.4.2 Name and address of insurance agent for workers compensation:

Policy Number:
Carrier:

5.0 SIGNATURE

5.1 Dated at this _____ day of _____, 200__.

Name of Organization:

By:

Title: