ADVERTISEMENT
INSTRUCTION TO BIDDERS
FORM OF BID
GENERAL AND SPECIAL CONDITIONS
CONSTRUCTION SPECIFICATIONS
FORM OF AGREEMENT
FORM OF BONDS
LIST OF CONTRACT DRAWINGS
ADDITIONAL DOCUMENTS

CONCORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

HISTORIC BARN STABILIZATION
3315 GARNET MINE ROAD

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OCTOBER 2026

PENNONI ASSOCIATES INC.
CONSULTING ENGINEERS
WEST CHESTER, PA 19380
www.pennoni.com

PROJECT NO. CONC 0048 SET NO._____

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HISTORIC BARN STABILIZATION SCOPE OF WORK
3315 GARNET MINE ROAD

A. ADVERTISEMENT

CONCORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA

Sealed bids will be received through PennBid™ by Concord Township for **Historic Barn Stabilization, 3315 Garnet Mine Road** until 10:00 AM, prevailing time, on the 20th day of November 2026, at which time and place they will be opened and bid results posted on PennBid™.

All documents and solicitations details are available online anytime at no cost at PennBid™ (www.pennbid.bonfirehub.com). Note, PennBID™ assesses a fee to the bidder who is issued the award. Click on the "Solicitations" and "View" tabs.

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

The project is for the installation and repair of wooden beams, sheeting, siding, gutters, and appurtenant work.

There will be an **optional** pre-bid meeting on Thursday, November 12, 2026 at 9:30am.

Questions may be asked through the PennBid™ system. The final date to submit questions is 5:00 PM, November 17, 2026

This project is subject to prevailing wage rates accordance with Pennsylvania Department of Labor and Industry.

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

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

B. INSTRUCTIONS TO BIDDERS

1. BIDDER'S RESPONSIBILITY

Each bidder shall familiarize himself with all of the attached forms, Instructions, General Conditions, Plans, Specifications, Drawings, et cetera (collectively "Contract Documents"), as he will be held responsible to fully comply therewith. Each bidder must visit the site of the work and acquaint himself with conditions affecting the work.

2. SUBMISSION OF BIDS:

Bids will be accepted online via the PennBID Program (www.pennbid.bonfirehub.com). It is the responsibility of the bidder to submit his bid prior to the time of opening. No bid shall be considered after the time set for the receipt of bids.

Bids shall be submitted on the electronic Form of Bid furnished at PennBID. Submission of paper bid forms by mail, hand-delivery, fax, e-mail or other method will not be accepted and shall not constitute a responsive bid.

3. ADDENDA:

The apparent three (3) low bidders shall be prepared to provide the original paper copy of all requested bid forms, including original signatures and seals within three (3) days of the bid opening to the offices of the Owner, if requested to do so by the Owner.

Bidders shall acknowledge receipt of all addenda which have been issued during period of bidding and agree that said bulletins shall become part of this contract.

4. BID GUARANTY:

Each Bid shall be accompanied by either a certified check or Surety Company's Bid Bond as specified herein under "ADVERTISEMENT", in an amount of not less than ten (10) percent of the base bid, which check or bond shall be payable to the Owner as payee or obligee, and shall be forfeited as liquidated damages if the bidder fails to execute the contract in conformity with the Agreement incorporated in the Contract Documents, and furnish bonds as specified, within ten (10) days after receipt of Contract Documents. Such checks or bid bonds will be returned, to all except the three lowest bidders immediately after the award, and the remaining unsuccessful bidders checks or bid bonds will be returned when the contracts executed by both parties are delivered to the successful bidder.

5. METHOD FOR SUBMITTING BIDS:

Sealed bids shall be accepted online at PennBID (www.pennbid.bonfirehub.com).

No bid will be considered unless submitted upon the electronic bid form for the project via PennBID. The blank spaces in the bid form shall be filled in correctly, where indicated, for each and every item for which a description is given, and the bidder must state the prices for which he proposes to do each part of the work contemplated.

The bidder shall submit his signed bid electronically in addition to attaching the associated signed forms. Bidder shall answer all questions associated with the bid.

If bidder has been incorporated in some state other than Pennsylvania, bidder shall state whether the corporation is registered to do business in Pennsylvania. If bidder operates under an assumed or fictitious name, he shall state whether such name has been registered in Pennsylvania.

No contract will be awarded to a bidder who is a foreign corporation or operating under a fictitious or assumed name unless he has complied or agreed to comply with the proper registration under the laws of this Commonwealth.

6. PROOF OF BIDDER'S RESPONSIBILITY:

On request, bidder shall file an experience questionnaire and financial statement with the Owner. The questionnaire and statement shall be certified to be true and correct by an affidavit sworn to or affirmed before a notary public, or other officer empowered to administer oaths or affirmations.

Upon request, bidder shall prove that he has liquid assets, available for the project upon which he is bidding in an amount equal to fifteen percentum (15%) of the first $100,000.00 of the amount of the bid plus ten percentum (10%) of the next $900,000.00 plus five percentum (5%) of the remainder of the bid.

None of the following will be considered as liquid assets:
(a) Capital Stock of the Contractor.
(b) Accounts receivable against which assignments have been made.
(c) Equity in real estate.
(d) Life Insurance.
(e) Reserve representing pre-payment of taxes or other expenses.
(f) Deposits held as security for other contracts.
(g) Capital of proposed sub-contractors.

In addition to the financial qualifications, the bidder may be required to prove to the satisfaction of the Owner that he has successfully completed a contract for similar work in an amount of not less than seventy-five percentum (75%) of the amount of the proposed contract.

The foregoing will guide the Owner in determining the responsibility of the bidder, but additional information may be requested by the Owner whenever in its judgment such information is necessary to determine the responsibility of the bidder.

In the event the bidder fails, refuses or neglects to submit any required information within the reasonable time stated in any request therefore or fails to qualify as a responsible bidder, his bid guaranty shall be forfeited to the use of the Owner, not as a penalty, but as liquidated damages.

7. CHANGES WHILE BIDDING:

During the bidding period, bidders may be furnished addenda or bulletins for additions to or alterations of the plans or specifications, if any, which shall be included in the work covered by the Bid and become a part of the contract documents.

If any prospective bidder on the proposed contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed contract documents, he may submit to the Engineer, electronically via PennBID, a written request for an interpretation thereof. The bidder submitting the request will be responsible for its prompt delivery. Any interpretation of the proposed documents will be made electronically by an addendum duly issued electronically at PennBID. A copy of all questions and responses may be downloaded or viewed at any time by each registered bidder. The Engineer and/or Owner will not be responsible for any other explanations or interpretations of the proposed documents.

8. BID OPENING PROCEDURE:

Sealed bids on projects, will be received by the Owner via the PennBID Program until the time stated in the "Advertisement" at which time all bids will be publicly read at the Township Building. The Owner reserves the right to reject any or all bids, or parts thereof, as it may deem best for the interest of the Owner.

9. COLLUSIVE BIDS:

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

10. WITHDRAWAL OF BIDS:

No bidder may withdraw his bid unless the request is made in writing and is received by the Owner prior to the time set for bid opening. After bid opening, no bidder may withdraw his bid within the time period indicated herein under "ADVERTISEMENT". Requests for withdrawal of bids after bid opening due to clerical error shall be made in accordance with Commonwealth of Pennsylvania Act. No. 4 (S.B. 793).

11. AWARD OF CONTRACT:

The Owner shall have the right to reject any or all bids or any parts thereof, or items therein. The Owner's Solicitor shall have the right to waive technicalities for the best interests of the Owner. If an award of Contract is made, it will be made to the lowest responsible bidder, based on the Base Bid or any combination of the Base Bid and any of the selected Add Alternates within the time period indicated herein under "ADVERTISEMENT" or if not specified, within 60 days of the bid opening.

Thirty (30) day extensions of time may be made by the mutual written consent of the Owner and the lowest responsible bidder. If the lowest bidder withdraws his bid or refuses or fails to proceed according to the Contract Documents, the Owner shall have the right to award the Contract to the next lowest responsible bidder or to reject all bids and re-bid the Project.

12. EXECUTION OF CONTRACT

The individual, firm or corporation to whom or to which the contract has been awarded within ten (10) days after receipt of said documents shall sign and return to the Owner, the contract documents and substitute for the certified check, or bid bond, which accompanied the bid, a contract bond or bonds in the penal sum at least equal to the amount of such contract, for the faithful performance of the contract, and also an additional bond for labor and materials, in the penal sum at least equal to the amount of such contract, to cover the prompt payment in full for all materials furnished and labor supplied or performed, executed by a surety company or companies qualified to do business in the state where bid and a maintenance bond in the amount stipulated herein under "SPECIAL CONDITIONS". Each such bond shall be on the form approved by the Owners Solicitor.

The contract shall be executed by the Owner and the successful bidder within 30 days of the date the contract is awarded unless the time shall be extended by the mutual written consent of the Owner and the successful bidder.

No bids or awards shall be considered binding upon the Owner unless and until the contract documents are properly executed by both parties.

13. FAILURE TO EXECUTE CONTRACT:

If the lowest responsible bidder to whom the contract is awarded fails to submit bonds or execute the contract within the time specified, the amount of the bid guaranty shall be paid to the Owner as liquidated damages. In such case the Owner, at his discretion, may award the contract to the next lowest responsible bidder, or reject all bids.

14. SUBLETTING OR ASSIGNING OF CONTRACT:

The Contractor shall not sublet, sell, transfer, assign or otherwise dispose of the contract or any portion thereof, of his right, title or interest therein, without the written consent of the Owner.

15. REJECTION OF BIDS:

The right is reserved by the Owner at its discretion to reject any or all bids or parts thereof. Bids may be rejected if they show any omission, alterations of form, addition or deductions not called for, conditional or uninvited alternate bids, or irregularities of any kind, or any other reason as the Owner shall determine. However, the Owner reserves the right to waive any defects or irregularities on bids.

16. SUB-SURFACE INFORMATION: (DELETED)

THIS SET OF FORMS IS TO BE COMPLETED ELECTRONICALLY VIA PENNBID

C. FORM OF BID

TO: *CONCORD TOWNSHIP*
43 S. Thornton Road
Glen Mills PA 19342

Gentlemen:

This bid is submitted in accordance with your advertisement inviting bids to be received until 10:00 AM on the 20th day of November 2026 for:

HISTORIC BARN STABILIZATION
3315 GARNET MINE ROAD

Having carefully examined the Contract Documents together with all Addenda or Bulletins, as prepared by the Engineers, and being familiar with the various conditions affecting the work, (including those under the General Conditions which provide for the payment of liquidated damages to the owner, hereafter set at **$500.00** per calendar day, in the event that the contract is not completed within the allocated time). The undersigned agrees to furnish all labor, materials and equipment to construct and complete within **Ninety (90)** calendar days as set forth under the schedule outlined in Section 01001 of these specifications including all the necessary contract work, in accordance with said contract documents, for which the following units and/or lump sum prices are submitted.

By submission of this bid, the Contractor certifies that:

1. He has carefully examined the Contract documents, has examined carefully the site upon which the work is performed and has become familiar, by its own investigation, with the various conditions which may affect the performance of work.

2. He shall not at any time after the execution of this Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall he claim any misunderstanding in regard to the nature, conditions or character of the work to be done under this Contract, and shall assume all risk resulting from any change in the conditions, which may occur during the progress of this work.

3. He assumes all risk as to the nature of the conditions to the area where work is to be performed under this Contract and any other unfavorable condition that may be encountered in the performance of that work. No plea of ignorance of conditions that exist or may exist hereafter, or any other difficulties that may be encountered in the work to be performed hereunder as a result of the failure of the Contractor to make basis for any claim whatsoever for extra work. If a perspective bidder desires to obtain any information with regard to the worksite or conditions, the Owner will afford such perspective bidder the opportunity, at bidder's own expense to make any such site visits, evaluations or determination of the conditions.

List of Electronic Copies of Documents to be Uploaded with Bid

____ Form of Bid (C-3 through C-5)

____ Bid Bond with Bonding Company Form

____ Form of Guaranty (D-1) PennBID only

____ Statement of Bidder's Qualifications (D-2 through D-4)

____ Certification of Non-Debarment (D-5)

- ____ Prime Contractor
- ____ Subcontractor(s)
- ____ Suppliers

____ Acknowledgement of Nondiscrimination/Sexual Harassment Clause (D-6)

THE FOLLOWING BID SHEET IS FOR INFORMATIONAL PURPOSES ONLY.
ACTUAL BID SHEET IS POSTED ON THE PENNBID WEBSITE.

CONCORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA
HISTORIC BARN STABILIZATION
3315 GARNET MINE ROAD

ITEM NO.	QUANTITY	DESCRIPTION	UNIT PRICE	TOTAL
BASE BID				
1	1 L.S.	3315 Garnet Mine Road Barn Stabilization. Price Complete, for the lump sum of: _____ _____ DOLLARS	$_____	$_____
	BASE BID TOTAL	**(ITEM 1 BASED ON ESTIMATED QUANTITIES)**		**$**_____
BID ALTERNATE NO. 1				
A.1	100 S.F.	Stone Mortar Joint Repair. Price Complete, per square foot: _____ _____ DOLLARS	$_____	$_____
	BID ALT. NO. 1 TOTAL	**(ITEM A.1 BASED ON ESTIMATED QUANTITIES)**		**$**_____
		TOTAL BID (BASED ON ESTIMATED QUANTITIES)		**$**_____

D. FORM OF GUARANTY:

Information regarding the Form of Guaranty (Bid Form RFI) shall be entered online via the PennBID Program (www.PennBID.net)

(TO BE UPLOADED WITH BID)
STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered and the date given must be clear and comprehensive. This statement must be notarized. If necessary, questions may be answered on separate sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder _____

2 . Permanent main office address _____

3 . When organized _____

4. If a corporation, where incorporated _____

5. How many years have you been engaged in improvements work of this type under your present firm or trade name? _____

6. Contract on hand: (Schedule these showing gross amount of each contract and the appropriate anticipated dates of completion).

_____

_____

_____

7. General character of work performed by you _____

8 . Have you ever failed to complete any work awarded to you? If so, where and why?

_____

9. Have you ever defaulted on a contract? If so, where and why?

_____

10. List the more important contracts recently by you, stating approximate gross cost for each, and the month and year completed.

_____

_____

11. List your major equipment available for this contract.

_____

_____

12. Experience in improvement work similar in importance to this project.

_____

_____

_____

13 Background and experience of the principal members of your organization, including the officers.

_____

_____

_____

14. Give bank references and address.

_____

_____

_____

15. Enclosed or attached is a detailed financial statement.

16. Will you, upon request, furnish any other information that may be required by the

_____

_____

17. The undersigned hereby authorizes and requests any person, firm or corporation to furnish any information requested by the

_____

_____

in verification of the recitals comprising this Statement of Bidder's Qualifications.

Dated at _____ this _____

day of _____ 20 __

_____

Name of Bidder

By

_____

Title_____

STATE OF _____)

) SS

COUNTY OF _____)

_____, being duly sworn, deposes and says that he is of

_____

Name of Bidder's Organization

and that the answers to the foregoing questions and all statements therein contained are true and correct.
Subscribed and sworn to before me this _____ day of _____, 20___.

_____

Notary Public

My Commission Expires : _____

(TO BE SUBMITTED WITH BID)

CERTIFICATION OF NON-DEBARMENT/SUSPENSION

CONTRACTOR, SUBCONTRACTOR & SUPPLIER

I, _____ as the _____
(Name) (Title)

of _____ hereby certify
(Legal Company Name)

that _____ is neither
(Legal Company Name)

currently or has been in the past under suspension or debarment by the Commonwealth of Pennsylvania or any governmental entity, instrumentality, or Authority.

By: _____ Witness:_____
(Name) (Name)

_____ :_____
(Title) (Date)

_____
(Date)

(TO BE SUBMITTED WITH BID)

CERTIFICATION OF NON-DISCRIMINATION/SEXUAL HARASSMENT

I, _____ as the _____
(Name) (Title)

of _____ hereby certify
(Legal Company Name)

that _____ has read the
(Legal Company Name)

Nondiscrimination/Sexual Harassment Clause in Section L of the specifications and hereby agree to abide by all applicable Federal, State and Local Laws concerning nondiscrimination and sexual harassment.

By: _____ Witness:_____
(Name) (Name)

_____ :_____
(Title) (Date)

_____
(Date)

E. GENERAL CONDITIONS

1. DEFINITIONS:

The OWNER is the party referred to in the Advertisement and whenever the word Owner is used herein it shall refer to and designate the party of the first part of the contract contained herein.

The CONTRACTOR is the individual, group, partnership or corporation undertaking to do the work herein specified (including his or their heirs, legal representatives, successors or assigns) and is the party of second part of the contract contained herein.

The ENGINEER, the person, firm or corporation who is designated by the OWNER on the contract contained herein.

The CONTRACT DOCUMENTS consist of the Advertisement, Instructions to Bidders, Form of Bid, General and Special Conditions, Construction Specifications, Form of Agreement, Form of Bond, List of Contract Drawings, Standard Details and the plans.

A SUB-CONTRACTOR is an individual group, partnership or corporation, having a direct contract with the Contractor to furnish a special service, labor or material towards the completion for the Contractors contract.

An INSPECTOR is an authorized representative of the Engineers and/or Owner, assigned to inspect the work performed and the materials supplied by the Contractor as to compliance with the Contract Documents.

The term WORK, used herein, includes all labor and/or materials, equipment and any other facilities necessary for the Contractor to complete the contract.

The term APPROVED, used herein, shall be held to mean as approved by the Engineer.

The term SUBSTANTIAL COMPLETION used herein shall be held to mean construction that is sufficiently completed in accordance with the Contract Documents and certified by the Engineer of the Owner, as modified by change orders agreed to by the parties, so that a project can be used, occupied or operated for its intended use. In no event shall a project be certified as substantially complete until at least 90% of the work on the project is completed.

NOTICE shall be deemed to have been duly served if written and delivered in person to the individual, or to a member of the firm, or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to him who gives notice.

2. OTHER CONTRACTS

The Owner may award, or may have awarded other contracts for additional work, and the Contractor shall cooperate fully with such other Contractors, by scheduling his own work with that to be performed under other contracts as may be directed by the Owner. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor as scheduled.

3. SUB-CONTRACTS

No part of the contract shall be sublet without the prior written approval of the Owner and setting forth requirements to be met.

4. MUTUAL RESPONSIBILITY OF CONTRACTORS

If, through acts or neglect on the part of the Contractor, any other Contractors, or any subcontractor, shall suffer loss or damage on the work, the Contractor shall settle with such other Contractor or subcontractor by agreement or arbitration, if such other Contractor or subcontractor will so settle. If such other Contractor, or subcontractor shall assert any claim against the Owner on account of any damage alleged to have been so sustained, the Owner will notify this Contractor, who shall defend at his own expense any suit based upon such claim and, if any judgment or claims against the Owner shall be allowed, the Contractor shall pay or satisfy such judgment or claim and pay all costs and expenses in connection therewith.

5. FITTING AND COORDINATION OF WORK

The Contractor shall be responsible for the proper fitting of all work and for the coordination of the operations of all trades, subcontractors, or materialmen engaged upon this contract. He shall be prepared to guarantee to each of his subcontractors the locations and measurements which they may require for the fitting of their work to all surrounding work.

6. SUPERINTENDENCE BY CONTRACTOR

At all times during which work is being performed under or affecting this contract, the Contractor shall keep a competent superintendent acceptable to the Engineer constantly on the site from the commencement of work under this contract until the completion thereof, who shall be constantly in touch with work and in all interlocking contracts affected thereby. The superintendent shall, in the absence of the Contractor, see that the instructions of the Engineer are carried out and all directions given such superintendent shall be as binding as if given to the Contractor.

7. PERMITS, LICENSES AND TAXES

The Contractor shall give all notice required by and comply with all applicable laws, ordinances, and codes of the Local Government, all construction work and/or utility installations shall comply with all applicable ordinances, and codes including all written waivers. Before installing any work, the Contractor shall examine the Drawing and Detail Specifications for compliance with applicable ordinances and codes and shall immediately report any discrepancy to the Owner. Where the requirements of the Drawings and Detail Specifications fail to comply with such applicable ordinances or codes, the Owner will adjust the Contract by Change Order to conform to such ordinances or codes (unless waivers in writing covering the difference have been granted by the governing body or department) and make appropriate adjustment in the Contract Price or stipulated unit prices.

Should the Contractor fail to observe the foregoing provisions and proceed with the construction and/or install any utility varying with any applicable Ordinance or code, including any written waivers (not withstanding the fact that such installation is in compliance with the Drawings and Detail Specifications) the Contractor shall remove such work without cost to the Owner.

The Contractor shall at his own expense, secure and pay to the appropriate department of the Local Government the fees, or charges for all permits required by the local regulatory body or any of its agencies.

Permits for the opening and/or occupation of Township or Borough roads shall be obtained by the Contractor and State Highway permits shall be obtained by the Owner. However, all inspection fees and/or any other charges shall be borne by the Contractor, whether same is billed directly to him or to the Owner. Should any such bill be left unpaid by the Contractor, the Owner shall be empowered to pay such bills and the cost thereof deducted from any monies due or to become due the Contractor.

Whenever the proposed construction requires a sales, consumers use, or other similar tax, the contractor shall pay for same.

8. PROVISIONS REQUIRED BY LAW

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein; and, if through mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party the Contract shall forthwith be physically amended to make such insertion.

9. PROTECTION OF WORK AND PROPERTY

The Contractor shall provide adequate protection against injury or loss arising in connection with this contract for all his work and the property of the Owner. He shall make good any such damage, injury or loss, except such as may be due directly to errors in the drawings or specifications or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by law and the specifications and drawings. He shall provide facilities for protection required by public authority or local conditions as passageways, guard fences, lights, etc.

The Contractor shall preserve and protect all trees, shrubs and grass on or adjacent to the site which do not reasonably interfere with the construction as may be determined by the Engineer and the Contractor shall be responsible for all unauthorized cutting or damaging or trees and shrubs, including damage due to careless operation of equipment, stockpiling of materials or tracking of grass areas by equipment. The Contractor shall remove only those trees designated by the Engineer to be removed.

10. TEMPORARY PROVISION FOR PUBLIC TRAVEL

The Contractor shall perform his work in such a manner as to interfere as little as possible with the use of intersecting roads or adjoining property. No excavation shall be left open or other obstruction allowed to remain longer than is absolutely necessary; and the Contractor shall provide all safeguards and temporary passageways that may be necessary for the convenience and protection of all persons using said property either day or night.

11. SHOP DRAWINGS

The Contractor shall check and verify all field measurements and shall submit with such promptness as to cause no delay in his own work or in that of any other Contractor, three copies, checked and approved by him, of all shop or setting drawings and schedules required for the work of the various trades. The Engineers shall review, with reasonable promptness, such schedules and drawings only for conformance with the design concept of the Project and compliance with the information given in the Contract Documents. The Contractor shall make any corrections required by the Engineers, file with him two copies and furnish such other copies as may be needed. The Engineers' review of such drawings or schedules shall not relieve the Contractor from responsibility for deviations from Drawings or Specifications, unless he has in writing called the Engineers' attention to such deviations at the time of submission, and secured his written approval, nor shall it relieve him from responsibility for errors in shop drawings or schedules.

12. TERMINATION; DELAYS; LIQUIDATED DAMAGES

If the Contractor refuses or fails to prosecute the work with such diligence as will insure its completion within the time specified in these Contract Documents, or as modified as provided in these Contract Documents, the Owner, by written notice to the Contractor, may terminate the Contract and the Contractor's right to proceed with the work. Upon such termination, the Owner may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor and his sureties shall be liable to the Owner for additional cost incurred by the Owner, as well as liquidated damages for any delay in the completion of the work as provided below. If the Contractor's right to proceed is so terminated, the Owner may take possession of and utilize in completing the work any materials, tools, equipment and plant on the site of the work as necessary to complete the project.

If the work is not completed within the time stipulated, including any extensions of time for excusable delays as herein provided, the Contractor shall pay to the Owner Liquidated Damages for each calendar day of delay, as set forth in the Form of Agreement, and the Contractor and his sureties shall be liable to the Owner for the amount thereof.

The right of the Contractor to proceed shall not be terminated nor shall the Contractor be charged with Liquidated Damages for any delays in the completion of the work due:

To any acts of the Government, including controls or restriction upon or requisitioning of materials, equipment, tools, or labor by reason or war, national defense, or any other national emergency;

To any acts of the Owner;

To causes not reasonably foreseeable by the parties to this contract at the time of the execution of the contract which are beyond the control and without the fault of negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, acts of another Contractor in the performance of some other contract with the Owner, fires, floods, epidemics, quarantine, restrictions, strikes, freight embargoes, and weather of unusual severity such as hurricanes, tornadoes, cyclones and other extreme weather conditions; and

To any delay of any subcontractor occasioned by any of the causes specified in sub-paragraphs above.

Provided, however, that the contractor promptly notified the Owner within ten (10) days in writing of the cause of the delay. Upon receipt of such notification, the Owner shall ascertain the facts and the cause and extent of delay. If, upon the basis of the facts and the terms of this contract, the delay is properly excusable, the Owner shall extend the time of completing the work for a period of time commensurate with the period of excusable delay.

Should the completion of the work be delayed beyond the time herein specified for completion for any reason other than the act of neglect of the Owner, or an approved extension of time, the Contractor shall pay the Owner the actual engineering expenses incurred by the Owner as a result of such delay and the Owner may deduct such engineering costs from any payments due or to become due the Contractor.

13. INCONSISTENT SPECIFICATIONS AND DRAWINGS

Anything mentioned in the Detail Specifications and not shown on the Drawings, or shown on the Drawings and not mentioned in the Detail Specifications, shall be of like effect as if shown on or mentioned in both. In case of difference between Drawings and Detail Specifications, the better quality or greater quantity of work or materials and the more stringent requirements shall be included in the bid, and unless otherwise ordered in writing, shall be performed or furnished.

14. USE OF PREMISES

The Contractor shall confine his equipment, storage of materials and construction operations to the Contract Limits as shown on the Drawings and as prescribed by ordinances or permits, or as may be directed by the Owner, and shall not unreasonably encumber the site or public rights of way with his materials and construction equipment. No material of any kind may be stored on Borough, Township or State Roads.

The Contractor shall comply with all reasonable instructions of the Owner and the ordinances and codes of the Local Government regarding signs, advertising, traffic, fires, explosives, danger signals, and barricades.

15. POSSESSION PRIOR TO COMPLETION

The Owner shall have the right to take possession or use any completed or partially completed part of the work, but such possession or use shall not be deemed an acceptance of any work not completed in accordance with the Contractor.

16. CHANGES IN THE WORK

The Owner may make changes in the scope of the work required to be performed by the Contractor under the Contract or make additions thereto, or omit work therefrom, without invalidating the Contract, and without relieving or releasing the Contractor from any of his obligations under the Contract or any guarantee given by him pursuant to the Contract provisions, and without affecting the validity of the guaranty bonds, and without relieving or releasing the surety or sureties of said bonds. All such work shall be executed under the terms of the original Contract unless it is expressly provided otherwise in writing by the Owner.

Except for the purpose of affording protection against endangering life or property, the Contractor shall make no changes in the materials used or in the specified manner of constructing and/or installing the improvements or supply additional labor, services, or materials beyond that actually required for the execution of the Contract, unless in pursuance of a written order from the Owner authorizing the Contractor to proceed with the change. No claim for an adjustment of the Contract price will be valid unless so ordered.

Where applicable, when unit prices are contained in the Bid, the Owner may order the Contractor to proceed with desired changes in the work. The value of such changes are to be determined by the measured quantities involved and the applicable unit prices specified in the Contract. The Owner shall, before ordering the Contractor to proceed with desired changes, request an itemized bid from him covering the work involved in the change, following which the procedure shall be as follows:

If the bid is acceptable, the Owner will prepare the change order in accordance therewith for acceptance by the Contractor and;

If the bid is not acceptable, and prompt agreement between the two parties cannot be reached, the Owner may order the Contractor to proceed with the work on a COST OF WORK basis.

Payment under COST OF WORK will be for the actual and necessary direct cost of the work in accordance with the orders of the Engineer, and in addition thereto the percentage of such cost hereafter stated. "Actual and necessary direct cost" shall be deemed to include the following:

(1) The actual expenditure for labor for the time actually engaged in the work, including the distributed cost of foreman in direct charge of such labor and insurance, taxes and other payments applicable to such labor.

(2) The actual expenditure for materials used up or incorporated in the work.

(3) A reasonable hourly, weekly or monthly rental as applicable, as determined by the Engineers, for use of motor trucks and special equipment such as power-operated shovels, cranes, drills, paving breakers, etc. (but not including small hand tools), at a rate not to exceed the current local rate charged for the type of equipment used, for the time that such equipment is required on the work for the performance of COST OF WORK EXCLUSIVELY. The rental price shall be for the equipment provided on the work and shall include transportation to and from the work, fuel, power, lubricants, operating tools, repairs, depreciation, replacements, and the sharpening of drills and other tools required to keep them in the best working condition.

To the actual and necessary direct cost of the work done under COST OF WORK as noted above, fifteen (15) percent will be added to the expenditure for labor as set forth in sub-paragraph (1) above and then (10) percent will be added to the expenditure for materials. No additions will be allowed to the rental of trucks, and special equipment. These percentages, and the rental price for equipment furnished, shall be deemed to cover the cost of heat, light, use and upkeep of small hand tools, administration, engineering, superintendence, all loss, damage, risk, and expenses incidental to the work and profit. The Contractor shall have no claim in excess of the above, such payments being in full compensation for the performance of such work and the furnishing of such materials and for all expense in connection therewith and incidental thereto.

Should the Contractor sublet any portion of the work to be executed under COST OF WORK payment for that portion will be computed as the actual and necessary direct cost as defined above, exclusive of any profit to the subcontractor, plus the percentages allowed, plus five (5) percent of the total paid to the sub-contractor.

The Contractor shall submit daily a statement in duplicate of work done on a COST OF WORK basis within twenty-four hours of the time the work is done, and representatives of the Engineer and the Contractor shall make daily comparison of the time and rates of labor, material used, etc., as given therein. After correction, if necessary, this comparison shall be signed by each and filed with the Engineer and the Contractor. The Contractor shall submit to the Engineer monthly, prior to each current estimate, four copies of an itemized statement of the amount and value of labor and materials furnished, accompanied by the original receipted bills for commodities purchased or for work performed under a subcontract, and by an affidavit certifying the correctness of the said statement. The Engineer shall have access to any books, vouchers, records, and memoranda showing the labor employed and the materials actually used on the specific operation and the actual net cost thereof.

17. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions by Drawing or otherwise involve extra cost or extension of time, he shall, within ten (10) days after the receipt of such instructions, and in any event before proceeding to execute the work, submit his protest thereto in writing to the Owner, stating clearly and in detail the basis of his objections. No such claim will be considered unless so made.

Any discrepancies which may be discovered between actual conditions and those represented by the Drawings and maps shall at once be reported to the Owner and work shall not proceed except at the Contractor's risk, until written instructions have been received by him from the Owner.

If, on the basis of the available evidence, the Owner determines that an adjustment of the Contract Price and/or Time is justifiable, the procedure shall then be as provided herein.

18. DISPUTES

All disputes arising under this Contract or its interpretation, whether involving law or fact or both, or extra work and all claims for alleged breach of contract within (10) days of commencement of the dispute be presented by the Contractor to the Owner for decision. All papers pertaining to claims shall be filed in quadruplicate. Such notice need not detail the amount of the claim but shall state the facts surrounding the claims in sufficient detail to identify the claim, together with its character and scope. In the meantime, the Contractor shall proceed with the work as directed. Any claim not presented within the time limit specified within this paragraph shall be deemed to have been waived, except that if the claim is of a continuing character and notice of the claim is not given within ten (10) days of its commencement, the claim will be considered only for a period commencing ten (10) days prior to the receipt by the Owner of notice thereof.

The Contractor shall submit in detail his claim and his proof thereof. Each decision by the governing body of the Owner will be in writing and will be mailed to the Contractor by registered mail, return receipt requested.

If the Contractor does not agree with any decision of the Owner, he shall in no case allow the dispute to delay the work but shall notify the Owner promptly that he is proceeding with the work under protest and he may then except the matter in question from the final release.

19. MATERIALS AND WORKMANSHIP

Unless otherwise specifically provided for in the Detail Specifications, all workmanship, equipment, materials and articles incorporated in the work shall be new and the best grade of the respective kinds for their purpose. Where equipment, materials, articles or workmanship are referred to in the Detail Specifications as "Equal To" any particular standard, the Engineer shall decide the question of equality.

The Contractor shall furnish to the ENGINEERS for review the manufacturer's detailed specifications for all machinery, mechanical and other special equipment, which he contemplates installing together with full information as to type, performance characteristics, and all other pertinent information as required, and shall likewise submit for review as required full information concerning proposes all other materials or articles which he proposes to incorporate in the work.

Machinery, mechanical and other equipment, materials or articles installed or used without such prior approval shall be at the risk of subsequent rejections.

Materials specified by reference to the number or symbol of a specific standard, such as an A.S.T.M. Specification, a Federal Specification or other similar standard, shall comply with requirements in the latest revision thereof and any amendment or supplement thereto in effect on the date of the Invitation for Bids, except as limited to type, class or grade, or modified in such reference. The standards referred to, except as modified in the Detail Specifications, shall have full force and effect as though printed therein.

The Owner may require the Contractor to dismiss from the work such employee or employees as the Owner or the Engineer may deem incompetent or careless or insubordinate.

20. SAMPLES, CERTIFICATES AND TESTS

The Contractor shall submit all material or equipment samples, certificates, affidavits, etc., as called for in the Contract Documents or required by the Engineer; promptly after award of the Contract and acceptance of the Contractor's bond. No such material or equipment shall be manufactured or delivered to the site, except at the Contractor's own risk, until the required samples or certificates have been reviewed by the Engineer. Any delay in the work caused by late or improper submission of samples or certificates for review shall not be considered just cause for an extension of the contract time.

Each sample submitted by the Contractor shall carry a label giving the name of the Contractor, the project for which it is intended, and the name of the producer. The accompanying certificates or letter from the Contractor shall state that the sample complies with contract requirements, shall give the name and brand of the product, its place of origin, the name and address of the producer and all specifications or other detailed information which will assist the Engineer in passing upon the acceptability of the sample promptly. It shall also include the statement that all materials or equipment furnished for use in the project will comply with the samples and/or certified statements.

Review of any materials shall be general only and shall not constitute a waiver of the Owner's right to demand full compliance with Contract requirements. After actual deliveries, the Engineer will have such tests made as he deems necessary in each instance and may reject materials and equipment and accessories for cause, even though such materials and articles have been given general approval. If materials, equipment or accessories which fail to meet check tests have been incorporated in the work, the Engineer will have the right to cause their removal and replacement by proper materials or to demand and secure such reparation by the Contractor as is equitable. If materials, equipment or accessories are rejected, the Contractor shall reimburse the Owner for Engineering costs incurred as a result of the rejected materials, equipment, or accessories.

21. CHANGES IN EQUIPMENT AND/OR MATERIALS

In these specifications and on accompanying drawings, there are specified and shown certain pieces of equipment and/or materials which are deemed most suitable for service anticipated. This is not done to eliminate other equipment and material equally as good and efficient. Contractor shall prepare his bid on particular material and equipment specified. Following award of contract, should Contractor desire to use some other make of machinery, equipment or material, he shall submit to Engineers a written request for such change and in same shall state advantage to Owner and saving or additional cost involved by substitution. Determination as to whether or not such change will be permitted rests solely with the Engineer.

If the requested change resulted in added engineering costs, the Contractor and Owner will be notified of the magnitude of same, by the Engineer, and the change will only be processed upon agreement by the Contractor to pay for the added engineering costs. If the Contractor refuses to pay said added costs, he must supply the equipment and/or materials specified.

22. PATENTS

The Contractor shall hold and save the Owner, its officers, and employees, harmless from liability of any nature or kind including costs and expenses, for, or on account of, any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Contract including its use by the Owner unless otherwise specifically stipulated in the Detail Specifications.

23. WARRANTY OF TITLE

No material, supplies, or equipment for the work shall be purchased subject to any chattel mortgage or under a conditional sale or other agreement by which an interest therein or in

any part thereof is retained by the seller or supplier. The Contractor shall warrant good title to all materials, supplies, and equipment installed or incorporated in the work and upon completion of all work, shall deliver the same together with all improvements and appurtenances, constructed or places thereon by him to the Owner free from any claim, liens, or charges. Neither the Contractor nor any person, firm or corporation furnishing any material or labor for any work covered by this contract shall have any right to a lien upon any improvement or appurtenance thereon. Nothing contained in this paragraph, however, shall defeat or impair the right of persons furnishing materials or labor to recover under any bond given by the Contractor for their protection or any rights under any law permitting such persons to look to funds due the contractor in the hands of the Owner. The provisions of this paragraph shall be inserted in all sub-contracts and material contracts and notice of its provisions shall be given to all persons furnishing materials for the work when no formal contract is entered into for such material.

24. THE OWNER'S RIGHT TO DO WORK

If the Contractor should neglect to prosecute the work properly or fail to perform any provision of the Contract, the Owner, after three days' written notice to the Contractor may, without prejudice to any other remedy he may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the Contractor, provided, however, that the Engineers shall approve both such action and the amount charged to the Contractor.

25. THE OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor should be adjudged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineers, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon the certification of the Engineers that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor, and his surety if any, seven (7) days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method he may deem expedient. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the Contract Sum shall exceed the expense of finishing the work including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner as herein provided, and the damage incurred through the Contractor's default, shall be certified by the Engineers.

26. DAMAGES

Should either party to the Contract suffer damages because of any wrongful act or neglect of the other party or of anyone employed by him, claim shall made in writing to the party liable

within a reasonable time of the first observance of such damage and not later than the final payment, except as expressly stipulated otherwise in the Contract Documents, and shall be adjusted by agreement or arbitration.

27. ENGINEER'S STATUS

The Engineer shall be the Owner's representatives during the construction period. The Engineer will make periodic visits to the site to familiarize themselves generally with the progress and quality of the work and to determine in general if the work is proceeding in accordance with the Contract Documents. They will not make exhaustive or continuous on-site inspections to check the quality or quantity of the work and they will not be responsible for the Contractor's failure to carry out the construction work in accordance with the Contract Documents. During such visits and on the basis of their observations while at the site, they will keep the Owner informed of the progress of the work, will endeavor to guard the Owner against defects and deficiencies in the work of Contractor, and they may condemn work as failing to conform to the Contract Documents. They shall have authority to act on behalf of the Owner only to the extent expressly provided in the Contract Documents or otherwise in writing, which shall be shown to the Contractor. They shall have authority to reject the work whenever such rejection may be necessary in their reasonable opinion to insure the proper execution of the Contract.

The Engineer shall be, in the first instance, the interpreter of the conditions of the Contract and the judge of its performance. They shall side neither with the Owner nor with the Contractor, but shall use their powers under the Contract to enforce its faithful performance by both.

In case of termination of the employment of the Engineer, the Owner shall appoint a capable and reputable Engineer against whom the Contractor makes no reasonable objection, whose status under the Contract shall be that of the former Engineer; any dispute in connection with such appointment shall be subject to arbitration.

28. NO ESTOPPEL OR WAIVER OF LEGAL RIGHTS

The Owner or the Engineer shall not be precluded or estoppel by any measurement, estimate or certificate, made or given by either of them or by any agent or employee of the Owner under any provision or revisions of the contract at any time, either before or after the completion and acceptance of the work and payment thereof pursuant to any measurements, estimate or certificate is untrue or incorrectly made in any particular or that the work or materials or any part thereof, do not conform in fact to the contract. The Owner shall have the right to reject the whole or any part of the aforesaid work or materials should that said measurements, estimate, certificate or payment be found or be known to be inconsistent with the terms of the contract or otherwise improperly given. The Owner shall not be precluded or estopped not withstanding any such measurement, estimate, certificate and payment in accordance therewith, from demanding and recovering from the Contractor and his surety such damages as he may sustain by reason of his failure to comply with the terms of the Contract. Neither the acceptance by the Engineer, or any agent or employee of the Owner nor any certificate by the Engineer for payment of money, nor any payment for, nor acceptance of the whole or any part of the work by the Owner or the Engineer nor any extension of time, nor any possession taken by the Owner or his employees, shall operate as a waiver of any portion

of the contract or of any power herein reserved by the Owner, or any right to damages herein provided, nor shall any waiver of any breach of contract be held to be a waiver of any other or subsequent breach.

29. SAFETY AND HEALTH REGULATIONS (OSHA)

The Contractor shall comply with the Department of Labor Safety and Health Regulations for construction promulgated under the Occupational Safety and Health Act of 1970 (PL-91-596) and under Section 107 of the Contract Work Hours and Safety Standards Act (PL-91-54). All work must be in compliance with State and Federal Occupational Health and Safety Regulations.

30. REMEDIES

The Owner and Contractor agree that all claims, disputes and other matters in question between the OWNER and the Contractor arising out of or relating to this Agreement or the breach thereof that cannot be resolved through direct negotiation, shall be submitted for formal Nonbinding Mediation unless the parties mutually agree otherwise.

If the claims, disputes and other matters remain unresolved after mediation, the matter shall go to a court of competent jurisdiction and venue within the State and County in which the OWNER is located.

31. INDEMNIFICATION

The Contractor will indemnify and hold harmless the Owner and the Engineer and their agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributed to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use resulting therefrom and (b) is caused in whole or in part by any act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

In any and all claims against the Owner or the Engineer or any of their agents or employees by any employee of the Contractor, and Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose agents any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation of benefits payable by or for the Contractor or any Subcontractor under workmen's compensation acts, disability benefit acts or other employee benefit acts.

The obligations of the Contractor shall not extend to the liability of the Engineer, his agents or employees arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions by the Engineer, his agents or employees provided such giving or failure to give is the primary cause of injury or damage.

F. SPECIAL CONDITIONS

1. CONTRACT SECURITY

Each Contractor shall furnish a surety bond in an amount to 100 percent of the contract for faithful PERFORMANCE; a separate surety bond in an amount equal to 100 percent of the contract for the payment of LABOR and MATERIALS; and a separate MAINTENANCE bond in an amount equal to 25% of the total contract price up to $200,000; plus 10% above $200,000. The PERFORMANCE AND LABOR AND MATERIALS bonds are to continue in effect for a period of one (1) year after final payment. The MAINTENANCE bond is to continue in effect for a period of two (2) years after the date of completion, approval and acceptance of the entire work. Work shall not commence under this contract until each of the above bonds have been obtained.

All Bonds must be executed by a corporate surety satisfactory to the Owner, and each set of bonds executed must include a Power of Attorney and the latest statement of assets and liabilities with an authorized signature from that company. Should any surety upon such bonds become unsatisfactory to the Owner, the Contractor must promptly furnish such additional security as may be required from time to time to protect the interests of the Owner.

Only bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state same.

2. CONTRACTOR'S INSURANCE

The Contractor shall not commence work under this contract until he has obtained all insurance required under this paragraph and such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been so obtained and approved.

The Contractor shall either: require each subcontractor to procure and maintain during the life of his sub-contract, insurance of the type and in the same amounts as specified; or insure the activities of his subcontractors in his own policy.

A 30 Day Notice of Cancellation must be provided to the Owner.

Five (5) original copies of all Certificates must be provided.

Umbrella Policies shall spell out the primary coverage to which the excess coverage will apply.

Only certificates of insurance from companies licensed to do business in the state where the Owner is located will be approved.

The Financial Rating of all Insurance Companies must meet the minimum A.M. Best Ratings below;

A.M. Best Rating: A- (Excellent) or Higher
A.M. Best Financial Size Category: Class VII or Higher

Any contractor/supplier/sub-contractor shall procure and maintain during the life of this contract all forms of insurance, hereinafter noted, as being required.

Contract/supplier/sub-contractor must advise the Owner, immediately, of any cancellation of insurance, regardless of the circumstances of the cancellation. The contractor/supplier/sub-contractor is advised that the insurance company and/or any insurance agent and/or any insurance broker are under no duty or obligation to inform the Owner of any cancellation of insurance; thus, it is the contractor's/supplier's/sub-contractor's duty to advise of any cancellation.

Failure to provide the owner with notice of cancellation will void the contract.

All contractors/suppliers are required to procure and maintain the following insurance coverages.

(a) Workers' Compensation Insurance and Employers Liability

The contractor/supplier must maintain during the life of the contract Workers' Compensation insurance for his employees. Coverage must be in accordance with statutory requirements, including Employers Liability at minimum limits of $500,000 Bodily Injury each employee, $500,000 Bodily Injury each accident, and $500,000 Disease each Employee.

(b) Commercial General Liability

The contractor/supplier/subcontractor must maintain during the life of this contract Commercial General Liability insurance to protect him, his subcontractors and the Owner for injury or damage caused directly or indirectly by him or his employees for the following items:

Contractor/Supplier	Bodily injury ea. occurrence	$1,000,000
Subcontractor's Coverage	Bodily injury ea. occurrence	$1,000,000
Products/Completed Operations Broad Contractual	Property damage ea. occurrence	$1,000,000
Personal and Advertising Injury	Each occurrence	$1,000,000
General Aggregate	Each occurrence	$2,000,000
Underground Explosion Coverage		(See Para. 3)

Such insurance shall include Independent Contractors; Explosion, Collapse, and Underground Hazards; and Blanket Contractual Liability. The commercial general liability insurance shall include completed operation insurance. Contractor shall maintain such completed operations insurance for two (2) years after final payment and furnish Owner with evidence of continuation at final payment.

(c) Automobile Liability and Physical Damage

The contractor/supplier/subcontractor must maintain during the life of this contract Liability Insurance for all vehicles operating on Owners property at the following limits:

Owned, hired, and non-owned	Each person	$ 500,000
	Each occurrence	$1,000,000
Combined Single Limit, Bodily Injury and Property Damage	Each occurrence	$1,000,000

(d) Umbrella Liability Insurance at a minimum limit of $1,000,000 on a following form basis, excess of the General Liability, Automobile Liability and Employers Liability coverages.

3. SPECIAL COVERAGE TERMS

(a) All Contractors employing mechanical digging devices or requiring blasting must procure and maintain underground and/or blasting liability insurance for the period of time work is in progress. Limits shall be the same as required under Public Liability and Property Damage herein before specified.

(b) Owner Protective Coverages

All policies other than Workers' Compensation shall name Owner, Engineer, and Concord Township and their officers, agents, and employees as additional insureds on a primary and noncontributory basis, including for completed operations. All policies shall provide a waiver of subrogation in favor of the additional insured parties.

Contractor shall provide an insurance certificate evidencing the required coverages, with copies of the Additional Insured endorsement(s), Waiver of Subrogation, and Notice of Cancellation (if applicable) endorsements attached.

(c) Fire Insurance (DELETED)

(d) Railroad Insurance (DELETED)

(e) Contractors Pollution Liability Insurance

If applicable, any Contractor involved in any phase of the removal and or handling of biosolids shall take out and maintain during the life of this Contract, Pollution Liability Insurance upon all work included in Contract against pollution, explosion, soil, ground water, or surface water contamination and any other violation of the Laws of the Commonwealth. The Contractor shall further indemnify and hold harmless the Owner and Engineer. Contractors Pollution Liability insurance shall be at a minimum limit of $3,000,000. If coverage is provided on a claims-made

basis, an Extended Reporting Period, or tail coverage, shall be provided for two (2) years following completion of the project. The policy retroactive date shall be no later than the effective date of this Agreement.

4. PROGRESS SCHEDULE

The Contractor shall submit for approval immediately after execution of the Agreement, a carefully prepared Progress Schedule, showing the proposed dates of starting and completing each of the various sections of the work, the anticipated monthly payments to become due the Contractor, and the accumulated percent of progress each month.

5. LOCATION OF UTILITIES

Since it is the desire of the Owner to disturb the area of construction only during the contract period and because all of the necessary equipment and materials are more readily available to the Contractor during the construction, these specifications provide that all utilities be located by the Contractor during construction.

The Contractor will be held responsible for locating, in advance of the structures to be built under this contract, all underground structures, such as water and gas mains; water and gas services; storm sewers and telephone and electric conduits, etc., which may be encountered during the constructing operation. He shall either dig test holes to determine the position of the underground structures, or he shall arrange with the Owners of such underground structures to assign a representative to make the locations. The Contractor shall pay the cost of digging test holes and likewise he shall pay the cost of the services of the representative of the Owners of such utilities for locating the said utilities; and the cost of determining the locations shall be included in the Contractor's unit or lump sum prices bid. The locations of utility service lines as shown on the plans is for the guidance of the Contractor and, since the information is as furnished by the respective utilities, the Engineer is not responsible for the accuracy of the information in this respect. The Contractor shall not be entitled to any claim for damage or extra compensation because of any delay caused by his failure to arrange for the location of utilities in advance of his work.

6. INSPECTION OF WORK

The Owner and/or Engineers may appoint such persons as they deem necessary to inspect, at any time, materials and equipment furnished and work done, under this contract. The Engineer shall be notified of the time and place of all work performed in sufficient time to allow arrangements for the assignment of inspectors. Neither the inspection or surveillance of the work, nor the presence or absence of an inspector shall relieve the Contractor of any of his obligations under the Contract or of making his work conform to the intent of the drawings and/or specifications.

The Owner's inspectors shall be authorized to inspect all work done and materials furnished. Such inspection may extend to all or any part of the work and to the preparation or manufacture of the materials to be used. Inspectors will be stationed on the work to report to the Engineers as to the progress of the work and the manner in which it is being performed; to report whenever it appears that the materials furnished and work performed by the Contractor fail to fulfill the requirements of the Contract, and to call to the attention of the Contractor any such failure or other default, but no inspection or any failure to inspect, at any time or place; shall relieve the Contractor from any obligation to perform all work strictly in accordance with the requirement of the Contract. In case of any dispute arising between the Contractor and any inspector as to materials furnished or the manner of performing the work, the inspector shall have the authority to reject materials or suspend the work until the question at issue can be referred to and decided on by the Engineers. The inspectors shall not be authorized to revoke, alter, enlarge, relax or release any requirements of the Contract, nor to approve or accept any portion of work, nor to issue instructions contrary to the drawings and specifications. Inspectors shall in no case act as foreman or perform other duties for the Contractor, nor interfere with the management of the work by the latter. Any instructions which the inspectors may give the Contractor shall in no way be construed as releasing the Contractor from fulfilling the term of the Contract.

When the Contractor has fully completed all work provided for under his contract and so notified the Engineers in writing, they will make a final inspection of the completed work and if, in their judgment, the Contractor has fully completed the work and it is in accordance with all terms, provisions and stipulations of the drawings, specifications and contract, they will issue a Certificate of Completion to the Owner showing the entire amount of work performed and the compensation earned by Contractor, including any approved extra work and the compensation therefore.

7. USE OF EXPLOSIVES

(DELETED)

8. NIGHT, WEEKEND AND HOLIDAY WORK

When required by the nature of the contract and/or upon specific permission of the Engineers, the Contractor shall perform all necessary work at night and/or weekends and holidays.

9. PAYMENT TO CONTRACTOR

Partial:

The total value of work completed to date shall be based on the estimated quantities of work completed and on the unit prices and lump sum prices contained in the Bid. Payment for materials delivered and stored but not yet used will be made only if specifically provided for herein under the "SPECIAL CONDITIONS". The Contractor shall prepare his requisition for partial payment as of the day of the month mutually agreed upon and submit same in quadruplicate to the Engineer for his approval.

For contracts $50,000. or less the amount due the Contractor shall be determined by the total value of work completed to date less ten percent (10%) of the total amount to be retained until final payment.

For contracts in excess of $50,000. the amount due the Contractor shall be determined by the total value of work completed to date less ten percent (10%) of the total amount to be retained until fifty percent (50%) of the work has been completed and five percent (5%) until final payment. Provided, however, that in the event a dispute arises between the Owner and any prime Contractor, which dispute is based upon increased costs claimed by one prime Contractor occasioned by delays or other actions of another prime Contractor, additional retainage in the sum of one and one-half times the amount of any possible liability may be withheld until such time as a final resolution is agreed to by all parties directly or indirectly involved, unless the Contractor causing the additional claim furnishes a bond satisfactory to the Owner to indemnify such Owner against the claim. However, all such moneys retained by the Owner may be withheld from the Contractor until substantial completion of the contract.

Within 20 days of the receipt of a retainage payment by the Contractor, the Contractor shall pay all subcontractors with whom he has contracted their earned share of the payment the Contractor received.

Monthly or partial payment made by the Owner to the Contractor are moneys advanced for the purpose of assisting the Contractor to expedite the work of construction. All material and completed work covered by such monthly or partial payments shall remain the property of the Contractor and he shall be responsible for the care and protection of all materials and work upon which payments have been made. Such payments shall not constitute a waiver of the right of the Owner to require the fulfillment of all terms of the Contract and the delivery of all improvement embraced in this Contract complete and satisfactory to the Owner in all details.

PAYMENT FOR STORED MATERIALS

The following (checked) provision will apply to this job.

X No Payment will be made for stored materials.

___ Payment for materials stored.

Payment for materials stored in reasonable quantities which are delivered and accepted for incorporation in the work but are not yet so used, shall be estimated at ninety (90) percent of their cost, as determined by the ENGINEER. Such materials included in the estimate shall be and become the property of the Owner, and the CONTRACTOR shall promptly execute, acknowledge and deliver to the ENGINEER, proper bills of sale, or other instruments in writing in a form satisfactory to the ENGINEER. The CONTRACTOR shall submit to the ENGINEER, together with such bills of sale or other instruments, receipted invoices certifying to the payment of such materials, and delivery slips certifying to the delivery of such materials to the site of the work and shall, at his own expense, act for and protect the same and procure and maintain insurance against loss of the same by fire, theft or water, payable to the OWNER and/or CONTRACTOR as their respective interests may appear.

The CONTRACTOR shall submit the above under cover of a letter certifying that the materials incorporated on the "Material Invoice Statement" have been delivered to the site of work and that payment for said materials has been made in accordance with the specifications, and that upon payment to the CONTRACTOR of the amount invoiced, all such materials shall become the property of the OWNER. The letter shall also indicate that the CONTRACTOR certifies that said material is free from liens, charges and encumbrances, and the specifications regarding the materials remain in effect.

Such documents transferring to the OWNER the absolute legal title to said property shall be delivered to the OWNER before any such partial payment for such material shall be made. The inclusion of and the partial payment for this material shall in no way relieve the CONTRACTOR of responsibility for satisfactorily furnishing and placing this material in the work in accordance with the terms of the contract. In the event that any of this material becomes lost, impaired or damaged, the aforesaid monetary value of the lost, impaired or damaged material as may have been included in any estimate, will be deducted from the next estimate, and no payment will be allowed therefor until such material meets the specifications applicable thereto and exists on the project at the time a current estimate is being prepared.

Final:

After final inspection and acceptance by the Owner of all work under the contract, the Contractor shall prepare his requisition for final payment which shall be based upon the carefully measured or computed quantity of each item of work at the applicable unit prices and lump sum prices stipulated in the Bid. The total amount of the final payment due the Contractor under this contract shall be the amount computed as described less all previous payments. Final payment to the Contractor shall be made subject to his furnishing the Owner with the "CONTRACTOR'S RELEASE" and "STATEMENT OF SURETY" as included herein under "SECTION H".

The Owner, before paying the final estimate, may at his option require the Contractor to furnish individual releases or receipts from all subcontractors having performed any work and all persons having supplied materials, equipment (installed on the project), and services to the Contractor, if the Owner deems the same necessary in order to protect its interest. The Owner, however, may, if it deems such action advisable, make payment in part or in full to the Contractor without requiring the furnishing of such releases or receipts and any payments so made shall in no way impair the obligations of any surety or sureties furnished under this Contract. The foregoing provisions shall be construed solely for the benefit of the Owner and will not require the Owner to determine or adjust any claim or disputes between the Contractor and his subcontractors or material dealers, or to withhold any moneys for their protection unless the Owner elects to do so. The failure or refusal of the Owner to withhold any moneys from the Contractor shall in no way impair the obligations of any surety or sureties under any bond or bonds furnished under this Contract.

On contracts in excess of $50,000. the Contractor shall be paid in full, except as provided in paragraph 9, within 30 days following the date of substantial completion, less only 1 and 1/2 times such amount as is required to complete any then remaining, uncompleted, minor items, which amount shall be certified by the Engineer and upon receipt by the Owner of any guarantee bonds which may be required, in accordance with the contract documents, to insure proper workmanship for a designated period of time. The certificate given by the Engineer shall list in detail each and every uncompleted item and a reasonable cost of completion. Final payment of any amount so withheld for the completion of the minor items shall be paid forthwith upon completion of the items in the certificate of the Engineer.

On contracts in excess of $50,000. the final payment due the Contractor from the Owner after substantial completion of the contract shall bear interest at a rate of 6% per annum after the date that such payment shall become due and payable to the Contractor.

10. CORRECTION OF WORK AFTER FINAL PAYMENT

Neither the final estimate nor final payment nor any provisions in the Contract shall relieve the Contractor of the responsibility for faulty materials or workmanship; and he shall remedy any defects due thereto and pay any damage resulting therefrom which shall appear within a period of two (2) years from the date for completion and acceptance by the Owner.

11. GENERAL GUARANTY

Neither the final certificate of payment nor any provision in the Contract nor partial or entire use of the improvements embraced in this Contract by the Owner or the public shall constitute an acceptance of work not done in accordance with the Contract and relieve the Contractor or liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall promptly remedy any defects in the work and pay for any damage to other work resulting therefrom which shall appear within a period of two (2) years from the date for final inspection and acceptance of the work. The Owner will give notice of defective materials and work with reasonable promptness.

12. OFFICE SPACE

(DELETED)

13. SANITARY FACILITIES

The Contractor shall furnish, install, and maintain ample sanitary facilities for the workmen. As the needs arise, a sufficient number of enclosed temporary toilets shall be conveniently placed as required by the sanitary codes of the State and local Government.

14. WATER

All water for construction purposes will be provided and paid for by the Contractor. Supply connections shall be installed by the Contractor as approved by the Engineers. Under water main extension projects only, all water for testing and flushing will be paid for by the Owner.

15. ELECTRICITY

All electricity required for construction purposes will be provided and paid for by the Contractor. Temporary extensions shall be furnished by the Contractor as approved by the Engineers.

16. LINES, GRADES AND CONSTRUCTION SURVEYING

The Contractor shall be responsible for the stake-out for the construction of the project. The Contractor shall provide at his expense all surveying required to layout the construction work from the horizontal and vertical reference points established by the Owner's Engineer. The Contractor shall provide all engineering personnel, materials, equipment and labor required to stake-out the baselines and/or centerlines and all offset lines and grades. All reference points provided by the Owner's Engineer shall be carefully protected by the Contractor. The Contractor shall notify the Owner's Engineer a reasonable time in advance of the locations at which he intends to work, to allow for layout of the references required with a minimum of inconvenience to the Engineer and delay to the Contractor.

17. CONTRACT STANDARDS ACT

The following stipulations are hereby included in each contract subject to the Contract Work Hours Standards Act:

(a) Overtime Requirements

No Contractor or subcontractor contracting for any part of the contract work shall require or permit any laborer or mechanic, including watchmen and guards, to be employed on such work in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in any work week unless such laborer or mechanic receives compensation at a rate of not less than one and one half times his basic rate of pay for all hours worked in excess of eight (8) hours in any calendar day or in excess of forty (40) hours in such work week, whichever is the greater number of overtime hours.

(b) Violations: Liability for Unpaid Wages: Liquidated Damages

In the event of any violation of the clause set forth in paragraph (a), the Contractor and any subcontractor responsible therefore shall be liable to any affected employee for his unpaid wages. In addition, such Contractor or subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed, with respect to each individual laborer or mechanic employed in violation of clause (a), in the sum of $10 for each calendar day on which such employee was required or permitted to work in excess of eight hours or in excess of forty hours in a work week without payment of the overtime wages required by clause (a).

(c) Withholding for Unpaid Wages and Liquidated Damages

The Local Public Agency may withhold from any monies payable on account of work performed by the Contractor or subcontractor the full amount of wages required by the contract and such sums as may administratively be determined to be necessary to satisfy any liabilities of such Contractor or subcontractor for liquidated damages as provided in clause (b).

(d) Insertion of Clauses in Subcontracts

The Contractor agrees to insert the foregoing clauses (a), (b), (c), and this clause (d) in all subcontracts.

18. CONCORD TOWNSHIP HOME RULE CHARTER

Contractors are prohibited from employing or hiring, during the term of any agreement with the Township, any individual whose employment would violate the provisions of Section 2.04 of the Concord Township Home Ruel Charter (Ordinance No. 357). The Home Rule Charter (Ordinance No. 357) is available at the Township office during regular business hours, or the Township website (www.townshipofconcord.com).

19. RATES OF WAGES

When indicated herein the Contractor and any subcontractor shall fully comply with the applicable Wage Rate Decisions of the United States Department of Labor or the Commonwealth of Pennsylvania Department of Labor and Industry, or the New Jersey Department of Labor and Industry.

The Following (Checked) Wage Rates will apply to this Job:

__ U.S. DEPARTMENT OF LABOR

X PENNSYLVANIA DEPARTMENT OF LABOR

__ NEW JERSEY DEPARTMENT OF LABOR

__ NONE

The Contractor must also provide written certification that neither their Company, all subcontractors and supplier are not under suspension or debarment by the Commonwealth or any governmental agency. These certifications must be provided with the bid.

REQUIREMENTS UNDER THE PENNSYLVANIA PREVAILING WAGE ACT

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

(b) Workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in this section.

(c) The contract provisions shall apply to all work performed on the contract by the Contractor and to all work performed on the contract by all subcontractors.

(d) The Contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.

(e) No workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.

(f) All workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any Contractor, subcontractor and workmen, not less than once a week without deduction or rebate on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or these regulations shall prohibit the payment of more than the general prevailing minimum wage rates as determined by the Secretary to any workman on public work.

(g) The Contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any change thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:

(1) Name of Project.

(2) Name of public body of which it is being constructed.

(3) The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.

(4) The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.

(5) A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever they may file a protest in writing with Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to any contractor to the extent of the amount or amounts due or to become due to them as wages for work performed on the public work project. Any workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wage paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

(h) The Contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representatives.

(i) Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workmen using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.

(j) Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.

(k) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.

(l) Each Contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

19. "STEEL PRODUCTS PROCUREMENT ACT"

If any steel products are required in the performance of this Contract or any subcontracts hereunder only steel products, as defined in the Commonwealth of Pennsylvania Act No. 1978-3 (S.B. No. 1068), shall be used or supplied.

20. ACT 287

The Contractor's attention is directed to the provisions of Act 287, as amended by Act 121, enacted by the General Assembly of the Commonwealth of Pennsylvania which specifies the Contractor's responsibilities during excavation and demolition operations in areas of underground utilities. The list of utilities to be notified is shown on the plans.

21. ACT 127

The Contractor's attention is directed to the provision of Act 127 of 2012 enacted by the General Assembly of the Commonwealth of Pennsylvania which specifies that on all Prevailing Wage contracts the Contractor and Subcontractors must submit the Public Works Employment Verification Form to the Owner.

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	Concord Barn Stabilization
General Description:	The project is for the installation and repair of wooden beams, sheeting, siding, gutters, and appurtenant work.
Project Locality	Concord Township
Awarding Agency:	Concord Township
Contract Award Date:	12/1/2026
Serial Number:	26-09433
Project Classification:	Building
Determination Date:	10/28/2026
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Delaware County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09433 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2026		$64.51	$50.26	$114.77
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2026		$41.34	$19.23	$60.57
Boilermakers	1/1/2026		$58.00	$36.57	$94.57
Bricklayer	5/1/2025		$50.00	$32.57	$82.57
Bricklayer	5/1/2026		$51.15	$34.92	$86.07
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		$55.83	$30.39	$86.22
Carpenter - Chief of Party (Surveying & Layout)	5/1/2027		$58.03	$30.74	$88.77
Carpenter - Chief of Party (Surveying & Layout)	5/1/2028		$60.29	$31.09	$91.38
Carpenter - Chief of Party (Surveying & Layout)	5/1/2029		$62.63	$31.44	$94.07
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		$48.55	$30.39	$78.94
Carpenter - Instrument Person (Surveying & Layout)	5/1/2027		$50.46	$30.74	$81.20
Carpenter - Instrument Person (Surveying & Layout)	5/1/2028		$52.43	$31.09	$83.52
Carpenter - Instrument Person (Surveying & Layout)	5/1/2029		$54.46	$31.44	$85.90
Carpenter - Instrument Person (Surveying & Layout)	5/1/2030		$56.55	$31.79	$88.34
Carpenter - Rodman (Surveying & Layout)	5/1/2026		$24.28	$21.99	$46.27
Carpenter - Rodman (Surveying & Layout)	5/1/2027		$25.23	$22.34	$47.57
Carpenter - Rodman (Surveying & Layout)	5/1/2028		$26.22	$22.69	$48.91
Carpenter - Rodman (Surveying & Layout)	5/1/2029		$27.23	$23.04	$50.27
Carpenter - Rodman (Surveying & Layout)	5/1/2030		$28.28	$23.39	$51.67
Carpenters	5/1/2026		$48.55	$30.39	$78.94
Carpenters	5/1/2027		$50.46	$30.74	$81.20
Carpenters	5/1/2028		$52.43	$31.09	$83.52
Carpenters	5/1/2029		$54.46	$31.44	$85.90
Carpenters	5/1/2030		$56.55	$31.79	$88.34
Cement Finishers & Plasterers	5/1/2022		$38.57	$32.39	$70.96
Cement Masons	5/1/2025		$48.70	$32.46	$81.16
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2026		$66.54	$41.74	$108.28
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	6/1/2026		$55.25	$41.28	$96.53
Electricians	5/31/2027		$57.33	$42.80	$100.13
Electricians	5/29/2028		$59.49	$44.14	$103.63
Electricians	5/28/2029		$61.64	$45.49	$107.13
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	5/1/2025		$49.96	$38.34	$88.30
Glazier	5/1/2026		$51.30	$39.37	$90.67
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)	7/1/2025		$44.77	$36.27	$81.04
Iron Workers (Riggers)	7/1/2026		$48.84	$36.52	$85.36
Iron Workers (Rodman/Reinforcing)	7/1/2025		$47.80	$36.65	$84.45

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09433 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Rodman/Reinforcing)	7/1/2026		$52.39	$36.90	$89.29
Laborers (Class 01 - See notes)	5/1/2025		$37.25	$26.10	$63.35
Laborers (Class 02 - See notes)	5/1/2025		$41.00	$27.70	$68.70
Laborers (Class 03 - See notes)	5/1/2025		$37.67	$26.28	$63.95
Laborers (Class 04 - See notes)	5/1/2025		$37.67	$26.28	$63.95
Laborers (Class 05 - See notes)	5/1/2025		$37.25	$26.10	$63.35
Landscape Laborer	5/1/2025		$32.15	$24.30	$56.45
Marble Finisher	5/1/2026		$42.07	$31.85	$73.92
Marble Mason	5/1/2023		$47.20	$31.95	$79.15
Marble Setter	5/1/2026		$51.50	$33.80	$85.30
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)	5/1/2025		$44.38	$34.55	$78.93
Painters Class 1 (see notes)	5/1/2026		$45.71	$35.22	$80.93
Painters - Line Stripping	12/1/2025		$45.12	$29.41	$74.53
Painters Class 4 (see notes)	5/1/2025		$46.47	$34.55	$81.02
Painters Class 4 (see notes)	5/1/2026		$48.45	$35.22	$83.67
Plasterers	5/1/2024		$39.88	$33.08	$72.96
plumber	5/1/2025		$70.53	$39.46	$109.99
plumber	5/1/2026		$73.73	$40.36	$114.09
Pointers, Caulkers, Cleaners	5/1/2025		$51.35	$31.80	$83.15
Pointers, Caulkers, Cleaners	5/1/2026		$53.35	$32.30	$85.65
Roofers (Composition)	5/1/2024		$44.13	$34.77	$78.90

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09433 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Roofers (Composition)	5/1/2026		$47.53	$35.22	$82.75
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	5/1/2025		$62.62	$52.17	$114.79
Sheet Metal Workers	5/1/2026		$65.06	$54.48	$119.54
Sign Makers and Hangars	7/15/2025		$33.48	$26.41	$59.89
Sign Makers and Hangars	7/15/2026		$36.38	$25.01	$61.39
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	5/1/2025		$50.00	$32.80	$82.80
Stone Masons	5/1/2026		$51.50	$33.80	$85.30
Terrazzo Finisher	5/1/2025		$45.61	$29.41	$75.02
Terrazzo Finisher	5/1/2026		$47.78	$29.61	$77.39
Terrazzo Grinder	5/1/2025		$45.88	$29.41	$75.29
Terrazzo Grinder	5/1/2026		$47.78	$29.61	$77.39
Terrazzo Mechanics	5/1/2025		$52.21	$31.26	$83.47
Terrazzo Mechanics	5/1/2026		$53.36	$32.61	$85.97
Tile Finisher	5/1/2025		$41.17	$30.75	$71.92
Tile Finisher	5/1/2026		$42.07	$31.85	$73.92
Tile Setter	5/1/2025		$52.21	$31.26	$83.47
Tile Setter	5/1/2026		$53.36	$32.61	$85.97
Truckdriver class 1(see notes)	5/1/2024		$36.79	$22.54	$59.33
Truckdriver class 1(see notes)	5/1/2026		$38.57	$23.87	$62.44
Truckdriver class 2 (see notes)	5/1/2024		$36.89	$22.54	$59.43
Truckdriver class 2 (see notes)	5/1/2026		$38.67	$23.87	$62.54
Truckdriver class 3 (see notes)	5/1/2026		$38.92	$23.87	$62.79
Window Film / Tint Installer	6/1/2025		$27.42	$15.13	$42.55
Window Film / Tint Installer	6/1/2026		$28.35	$15.60	$43.95

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09433 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Bricklayer	5/1/2026		$51.15	$34.92	$86.07
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	5/1/2026		$58.71	$30.44	$89.15
Cement Masons	5/1/2025		$46.55	$32.66	$79.21
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2026		$61.88	$45.47	$107.35
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)	5/1/2025		$40.20	$27.80	$68.00
Laborers (Class 01 - See notes)	5/1/2026		$41.65	$27.90	$69.55
Laborers (Class 02 - See notes)	5/1/2025		$40.40	$27.80	$68.20
Laborers (Class 02 - See notes)	5/1/2026		$41.85	$27.90	$69.75
Laborers (Class 03 - See notes)	5/1/2025		$40.40	$27.80	$68.20
Laborers (Class 03 - See notes)	5/1/2026		$41.85	$27.90	$69.75
Laborers (Class 04 - See notes)	5/1/2025		$35.00	$27.80	$62.80
Laborers (Class 04 - See notes)	5/1/2026		$36.45	$27.90	$64.35
Laborers (Class 05 - See notes)	5/1/2025		$41.05	$27.80	$68.85
Laborers (Class 05 - See notes)	5/1/2026		$42.50	$27.90	$70.40
Laborers (Class 06 - See notes)	5/1/2025		$41.10	$27.80	$68.90
Laborers (Class 06 - See notes)	5/1/2026		$42.55	$27.90	$70.45
Laborers (Class 07 - See notes)	5/1/2025		$40.95	$27.80	$68.75
Laborers (Class 07 - See notes)	5/1/2026		$42.40	$27.90	$70.30
Laborers (Class 08 - See notes)	5/1/2025		$40.70	$27.80	$68.50
Laborers (Class 08 - See notes)	5/1/2026		$42.15	$27.90	$70.05
Laborers (Class 09 - See notes)	5/1/2025		$40.55	$27.80	$68.35
Laborers (Class 09 - See notes)	5/1/2026		$42.00	$27.90	$69.90
Laborers (Class 10- See notes)	5/1/2025		$40.70	$27.80	$68.50
Laborers (Class 10- See notes)	5/1/2026		$42.15	$27.90	$70.05
Laborers (Class 11 -See Notes)	5/1/2025		$40.60	$27.80	$68.40
Laborers (Class 11 -See Notes)	5/1/2026		$42.05	$27.90	$69.95
Laborers (Class 12 -See Notes)	5/1/2025		$42.30	$27.80	$70.10
Laborers (Class 12 -See Notes)	5/1/2026		$42.85	$27.90	$70.75
Laborers (Class 13 -See Notes)	5/1/2025		$44.33	$27.80	$72.13
Laborers (Class 13 -See Notes)	5/1/2026		$45.78	$27.90	$73.68
Laborers (Class 14 -See Notes)	5/1/2025		$40.90	$27.80	$68.70

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09433 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 14 -See Notes)	5/1/2026		$41.90	$27.90	$69.80
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2026		$35.52	$19.83	$55.35
Laborers Utility (PGW ONLY)	5/1/2026		$42.55	$19.83	$62.38
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)	5/1/2025		$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)	5/1/2025		$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)	5/1/2025		$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)	5/1/2025		$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)	5/1/2025		$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)	5/1/2025		$49.88	$33.13	$83.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		$51.04	$33.97	$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		$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)	5/1/2025		$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)	5/1/2025		$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)	5/1/2025		$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

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09433 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
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)	5/1/2025		$68.89	$44.73	$113.62
Truckdriver class 1(see notes)	5/1/2024		$36.64	$22.54	$59.18
Truckdriver class 1(see notes)	5/1/2026		$38.42	$23.87	$62.29
Truckdriver class 2 (see notes)	5/1/2024		$36.74	$22.54	$59.28
Truckdriver class 2 (see notes)	5/1/2026		$38.52	$23.87	$62.39
Truckdriver class 3 (see notes)	5/1/2026		$38.77	$23.87	$62.64

SECTION 01001

SPECIAL PROVISIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. This contract includes the structural stabilization and rehabilitation of an historic barn structure in Concord Township, Pa at 3315 Garnet Mine Road, Garnet Valley, Pa 19060.

B. There will be an optional pre-bid meeting held on Thursday, November 12, 2026 at 9:30am at 3315 Garnet Mine Road, Garnet Valley, Pa 19060.

C. There will be a $25,000 allowance, in addition to the contractor bid price, for additional and/or unforeseen repairs observed once the rehabilitation work is underway.

1.2 QUALIFICATIONS

A. Each prospective bidder must demonstrate that they have in the past completed projects of similar scope and magnitude.

B. **BIDDERS MAY NOT BE CONSIDERED UNLESS THEY DEMONSTRATE THAT THEY HAVE SATISFACTORILY COMPLETED A MINIMUM OF TWO (2) SIMILAR PROJECTS FOR SIMILAR WORK IN AN AMOUNT OF NOT LESS THAN SEVENTY-FIVE PERCENT (75%) OF THE TOTAL QUANTITY AND PRICE OF THE PROPOSED CONTRACT.**

C. Each prospective bidder shall be required to submit with their sealed proposal a detailed list of work outlining the projects they have completed within the last five (5) years. This list as a minimum shall include the following:

1. Location of Project.
2. Owner's Name and Address.
3. Total Contract Amount (including change orders).
4. Dates work was performed.
5. Detailed narrative of work performed.
6. Name, address and telephone number of contact person for the awarding agency.

D. Any proposal not accompanied by the above qualifications statement may be deemed non-responsive, and may not be considered by the Owner.

E. The Owner has the right to reject any bidders who do not demonstrate the minimum qualifications described above.

1.3 PROJECT PHASING AND SCHEDULE

A. **Work shall be completed during weekday hours, 7:00am – 7:00pm, Monday through Friday.** Any work done outside of these hours shall need prior approval from the Township.

1.4 STORED MATERIALS AND EQUIPMENT

A. All materials must be stored at a designated staging area or brought to the site each day.

B. The contractor may not park any equipment, including tri-axle trucks, on adjacent residential streets or on private property without written permission from the township or property owner. Access to each property and park space must be maintained at all times.

C. The contractor shall be fully aware of the above stipulations and shall take this into consideration when preparing his bid. It shall be assumed he has prepared his bid and entered into contact in full contemplation of these stipulations.

1.5 TEMPORARY ACCESS

A. Throughout the duration of the work, the Contractor must maintain full access to the adjacent private residential property and all portions of Township parks, open spaces, and facilities.

B. <u>The property is currently occupied by a tenant as a horse stable. The horses will be temporarily relocated during construction.</u>

1.6 ACCOMODATIONS FOR BUSINESS OWNERS (DELETED)

1.7 PEDESTRIAN SAFETY (DELETED)

1.8 DISPOSAL OF MATERIAL

A. The Contractor is responsible for the removal and safe disposal of any construction debris, demolished material, surplus material, and other associated construction debris.

1.9 NUISANCE ORDINANCE

A. Under this contract Concord Township will allow work between the hours of 7:00 a.m. and 7:00 p.m., Monday through Friday. Contractors must submit a schedule for work hours with Engineer and Township staff in writing for their review and approval if requested. No work may be performed outside normal working hours without prior approval.

1.10 PUBLIC UTILITIES

A. The Contractor is required to fully inform himself concerning location of public utilities on, under or over the project which may or may not require removal, resetting, construction or reconstruction and which may interfere with his operations. He shall be assumed to have prepared his bid and entered into contract in full contemplation of the conditions to be encountered and his responsibility in connection therewith. The Contractor shall use special care in execution of the work in order to avoid interference or damage to any operating utilities. When there is any possibility of such interference or damage, the Contractor shall make satisfactory arrangements with responsible officers or owners of the utilities covering the necessary precautions to be used during the performance of the work by the Contractor. Such arrangements shall be made before work is started and shall be subject to the approval of the Engineer, which approval will not be considered as releasing the Contractor from any responsibility for acts of himself or his representatives.

B. The Contractor shall note that public utilities may be in close proximity to the proposed work. The Contractor shall be responsible for both protecting these utilities and coordinating with the Owner of the respective utility should relocations be required. This work shall be included within the Contractors bid prices and should be completed at no additional cost to the Owner.

C. The Contractor shall be fully aware of the above stipulations and shall take them into consideration when preparing his bid. It shall be assumed he has prepared his bid and entered into contract in full contemplation of these stipulations.

1.11 DUST CONTROL

A. The Contractor must provide means to immediately remove all material which is to be discarded. The material must be loaded directly onto the trucks and will not be permitted to be stockpiled for later removal.

B. Everyday the Contractor must employ a power broom or street sweeper to remove all residual dirt, stone and other debris from all paved areas.

C. The cost for all necessary dust control procedures shall be included in the unit price of the various quantities and will not be measured for payment separately.

D. If the contractor fails to perform the necessary procedures, the work will be performed by the Township, and all costs incurred by the Township deducted from the monies due or become due to the Contractor.

1.12 MAINTENANCE OF STREETS, DRIVES, AND WALKS

A. The Contractor shall be required to maintain the existing driveway for the duration of the Contract. The driveway shall be level and free from any construction equipment, stockpiled material, or other encumbrances that will preclude normal vehicular or pedestrian traffic.

B. Should the contractor fail to maintain the streets, drives, and walks in a reasonable manner, or respond to Township requests for maintenance, the Township may retain the services of qualified professionals to remedy the situation to the extent deemed necessary. All monies for such services will then be deducted from payment to the Contractor.

1.13 FAILURE TO PERFORM WORK IN ACCORDANCE WITH SPECIFICATIONS

A. If during the duration of this contract, the contractor fails or refuses to perform work in accordance with the specifications and/or the direction of the Owner or Engineer, the Owner, may at his discretion, order the contractor to correct the deficient work and may hold the dollar value of such deficient work from any monies due or become due to the contractor until the work is corrected to his satisfaction. If such an instance occurs, the Contractor shall have no claim for extra time and/or money as a result of any circumstances related to the deficient work included but not limited to any delays of future work, delivery of materials or interest earned on the monies withheld.

The Contractor shall take the above into consideration when preparing his bid and it shall be assumed that he has prepared his bid and entered into contract in full contemplation of these stipulations.

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

A. The successful bidder and all subcontractors must comply with Act 127 of 2012 regarding employee verification. It is the contractor's responsibility to comply with this act. However, all contractors and subcontractors must submit to the

Owner executed Public Works Employment Verification Forms with the signed contract. The form is included in Section K of these specifications.

END OF SECTION

SECTION 01010

CONTRACTORS WORK

PART 1 - GENERAL

1.1 RESPONSIBILITY OF CONTRACTOR

A. Contractor shall furnish all materials, implements, machinery, equipment, tools, supplies, transportation, labor and supervision required to construct the facilities as shown on contract drawings and specified herein. It shall be the responsibility of the Contractor to proceed with the work in the manner and within such limitations as may be prescribed by the Engineers.

1.2 CONSTRUCTION LIMITS

A. Contractor shall confine his operations strictly within the barn and limits of work needed to complete the rehabilitation unless written permission is obtained to occupy additional ground. Upon completion of work the Contractor shall cleanup and restore the area of his operations to a condition at least equal to original conditions. Unless specified elsewhere herein, all restoration shall be included in the Contractor's unit and/or lump sum price bid. Damage to property outside of specified construction limits shall be the responsibility of the Contractor and restoration of same shall be made at the Contractor's expense.

1.3 MEASUREMENT OF WORK AND MATERIALS

A. The Contractor will be paid for the actual quantity of authorized work or material furnished under each item of the contract, at the prices stipulated for each item. If the quantity of any unit price item is decreased the Contractor shall have no claim for damages on the basis of loss of anticipated profits. All quantities of work and materials to be paid will be determined by the Engineers in accordance with working lines specified in the contract documents.

1.4 WORK IN YARD AREAS

A. During construction the Contractor may encounter existing underground utilities. The Contractor shall locate and protect and support any underground utilities encountered and if damaged, repair at no cost to the Owner or their Engineers.

1.5 CONTRACTOR'S RESPONSIBILITIES

A. The Contractor shall be responsible for all costs, including temporary power, water, telephone, testing services, road opening permits in local roads, building and electrical permits, construction permits, and licenses.

1.6 PROTECTION OF WORK AND PROPERTY

A. Contractor shall protect and maintain access to the adjacent private residence during the contract period.

B. Contractor shall provide adequate protection for the public, the Owners, and his employees during the contract period. Provide protective devices and equipment for protection of people and property. Protective measures shall comply with the Occupational Safety and Health Administration (OSHA) and other codes having jurisdiction.

C. The Contractor shall provide adequate protection against injury or loss arising in connection with this Contract for all his work and the property of the Owner. He shall make good any such damage, injury or loss. He shall adequately protect adjacent property as provided by law and the specifications and drawings. He shall provide facilities for protection required by public authority or local conditions as passageways, guard fences, lights, etc.

1.7 CLEAN-UP

A. Each Contractor shall periodically remove waste so that at no time shall there be undue accumulation in the work area. Upon completion of the work, the Contractor shall remove from the project and adjacent property, all surplus and discarded materials, equipment and temporary structures and leave the premises broom clean.

B. A final cleaning inspection shall be made by the Engineer. The Contractor shall perform any additional cleaning as required by the Engineer.

1.8 TIME OF THE ESSENCE

A. Time is of the essence in the performance of the Work required by this Contract. No extensions of time will be granted for rain days, snow days or cold weather.

1.9 COPIES OF DOCUMENTS

A. Furnished Copies: Contractor will be furnished at not cost to him a maximum of 3 sets of full-size Contract Drawings, (in addition to as-built set) including revised drawings,

and a maximum of 3 copies of the Contract Specifications in addition to those used in the execution of the Agreement.

B. Additional Copies: Additional copies of the above documents will be supplied with the Contractor paying for printing, handling and delivery cost upon receipt.

1.10 WORK WITHIN PRIVATE PROPERTY RIGHT-OF-WAY

A. The Contractor's construction operations, equipment, materials and any other such items shall not leave the permanent and temporary construction right-of-ways without the written permission of the property Owner and Engineer.

B. The Contractor shall neither damage nor destroy any trees or shrubs not located in the permanent right-of-way. Any trees or shrubs damaged or destroyed that are located outside of the permanent right-of-way shall be replaced in kind by the Contractor at no additional cost to the Owner.

C. Contractor shall restore all disturbed areas as specified herein.

END OF SECTION

SECTION 01025

MEASUREMENT AND PAYMENT

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Measurement and payment criteria applicable to the Work performed under a Unit Price payment method and stipulated Lump Sum method.

B. There will be a $25,000 allowance, in addition to the contractor bid price, for additional and/or unforeseen repairs observed once the rehabilitation work is underway.

C. Defect assessment and non-payment for rejected work.

1.2 AUTHORITY

A. Measurement methods delineated in the individual specification sections, if any, are intended to complement the criteria of this section.

B. The Contractor shall take all measurements and compute quantities. The Engineer will verify measurements and quantities.

1.3 UNIT QUANTITIES SPECIFIED

A. Quantities and measurements indicated in the Form of Proposal are for bidding and contract purposes only. Quantities and measurements supplied or placed in the Work and verified by the Engineer shall determine payment.

B. If the actual Work requires more or fewer quantities than those quantities indicated, provide the required quantities at the unit or lump sum prices contracted.

1.4 MEASUREMENT OF QUANTITIES

A. Measurement by Number: Will be measured by the actual number of completed items installed.

B. Measurement by Volume: Measured by cubic dimension using mean length, width and height or thickness.

C. Measurement by Area: Measured by square dimension using mean length and width or radius.

D. Linear Measurement: Measured by linear dimension

E. Stipulated Lump Sum or Unit Price Measurement: Items measured by weight, volume, area, or linear means or combination, as appropriate, as a completed item or unit of the Work.

1.5 PAYMENT

A. Payment Includes: Full compensation for all required supervision, labor, products, tools, equipment, plant, transportation, services and all incidental work; erection, application or installation of an item of the Work; overhead and profit.

B. Final payment for Work governed by unit prices will be made on the basis of the actual measurements and quantities accepted by the Engineer multiplied by the unit price for Work which is incorporated in or made necessary by the Work.

1.6 DEFECT ASSESSMENT

A. Replace the Work, or portions of the Work, not conforming to specified requirements.

1.7 NON-PAYMENT FOR REJECTED PRODUCTS

A. Payment will not be made for any of the following:
   1. Products wasted or disposed of in a manner that is not acceptable.
   2. Products determined as unacceptable before or after placement.
   3. Products placed beyond the lines and levels of the required Work.
   4. Products remaining on hand after completion of the Work.
   5. Loading, hauling, and disposing of rejected Products.

PART 2 - GENERAL

2.1 GENERAL

A. Payment for materials furnished and work done under this contract will be made as hereinafter stipulated for the amount of materials furnished and work performed under authorization of Engineers, or their authorized representative, and in accordance with their measurements. Contractor shall not be entitled to receive additional compensation for any work or materials except as shall be authorized by written order of the Owner.

B. The following items, classifying the various kinds of work, refer to respective items bid in the "Form of Proposal":

Item 1: Payment for “3315 Garnet Mine Rd Barn Stabilization” will be made per the lump sum bid in "Form of Proposal." Lump Sum price bid shall include: mobilization and demobilization; clean and preparation of area; coordination with the Township; protection of utilities and site features; submittals and samples; furnishing and installation of all labor and material per the Scope of Work document; temporary site fencing; select demolition;

removal and legal disposal of all material; clean-up; site restoration; and all appurtenant labor, work, supervision, tools, equipment, materials and all other items incidental thereto.

Item A.1: Payment for “Stone Mortar Joint Repair” will be made per the unit price bid per square foot in "Form of Proposal." Unit price bid shall include: mobilization and demobilization; protection of all adjacent structures; preparation of the surface; furnishing and installation of all mortar; repair of all areas damaged by equipment, etc.; clean-up; site restoration; and all appurtenant labor, work, supervision, tools, equipment, materials and all other items incidental thereto.

END OF SECTION

SECTION 01340

SHOP DRAWINGS, PRODUCT DATA AND SAMPLES

PART 1 - GENERAL

1.1 WORK INCLUDED

A. Submit Shop Drawings, Product Data, and Instruction Manuals required by Contract Documents.

1.2 RELATED REQUIREMENTS

A. Definitions, and Additional Responsibilities of Parties: Conditions of the Contract.

1.3 SHOP DRAWINGS

A. Drawings shall be presented in a clear and thorough manner.

1. Details shall be identified by reference to sheet and detail, shown on Contract Drawings.

1.4 PRODUCT DATA

A. Preparation

1. Clearly mark each copy to identify pertinent products or models.

2. Show performance characteristics and capacities.

3. Show dimensions and clearances required.

1.5 SUBMISSION REQUIREMENTS

A. Make submittals promptly in accordance with approved schedule, and in such sequence as to cause no delay in the Work or in the work of any other contractor.

B. Number of Submittals Required:

1. Shop Drawings: Submit four (4) copies.

2. Product Data: Submit four (4) copies.

C. SUBMITTALS SHALL CONTAIN:

1. The date of submission and the dates of any previous submissions.

2. The Project title and contract number.

3. The names of:

   a. Contractor.
   b. Supplier.
   c. Manufacturer.

4. Identification of the product, with the specification section number.

5. Applicable standards, such as ASTM or Federal Specification numbers.

6. Identification of deviations from Contract Documents.

7. Identification of revisions on resubmittals.

8. An 8 in. x 3 in. blank space for Contractor and Engineer stamps.

9. Contractor's stamp, initialed or signed, certifying to review of submittal, verification of products, field measurements and field construction criteria, and coordination of the information within the submittal with requirements of the Work and of Contract Documents.

1.6 RESUBMISSION REQUIREMENTS

A. Make any corrections or changes in the submittals required by the Engineer and resubmit until approved.

B. Shop Drawings and Product Data:

1. Revise initial drawings or data, and resubmit as specified for the initial submittal.

2. Indicate any changes which have been made other than those previously noted by the Engineer.

PART 2 - PRODUCTS

Not Used

PART 3 - EXECUTION

Not Used

END OF SECTION

SECTION 01700

PROJECT CLOSEOUT

PART 1 GENERAL

1.1 SUBSTANTIAL COMPLETION

A. When the work is considered substantially complete, submit a written notice that the Work, or a designated portion thereof, is substantially complete. Include a list of all items that require completion or correction.

B. Within a reasonable time after receipt of such notice, an observation will be made to determine the status of completion.

C. If the Work is not considered substantially complete, the Contractor will be notified in writing, giving the reasons therefore.

D. Contractor shall remedy the deficiencies in the Work, and send a second written notice of substantial completion. This notice shall include a statement of action taken on each item noted a requiring correction or completion to achieve "Substantial Completion" status.

E. The Work will be observed a second time.

F. When the Engineer concurs that the Work is substantially complete, he will:

1. Issue a letter accompanied by Contractor's list of items to be completed or corrected, as verified and amended by the Engineer.

1.2 FINAL OBSERVATION

A. When the Work is considered complete, submit written certification that:

1. Contract Documents have been reviewed.
2. Work has been observed and has been completed in compliance with Contract Documents.
3. Equipment and systems have been tested in the presence of the Engineer and are operational.
4. Work is ready for final observation.

B. Observation will be made to verify the status of completion with reasonable promptness after receipt of such certification.

C. If the Work is not considered complete, the Contractor will be notified in writing, listing the incomplete or defective work.

D. Contractor shall take immediate steps to remedy the stated deficiencies and, after correcting deficiencies, he shall send a second written certificate that the work is complete. This certification shall itemize each deficiency noted and a statement of action taken to remedy or complete the Work.

E. The work will be observed a second time.

F. When the Work is acceptable under the Contract Documents, the Contractor shall be required to make closeout submittals.

1.3 SECOND OBSERVATION FEES

A. Should the Engineer perform a second observation due to failure of the work to comply with the claims of status of completion made by the Contractor:

1. Engineer will deduct the amount of such compensation from the final payment to the Contractor.

1.4 FINAL ADJUSTMENT OF ACCOUNTS

A. Submit a final statement of accounting.

B. Statement shall reflect all adjustments to the Contract Sum:

1. The original Contract Sum.
2. Additions and deductions resulting from:

a. Previous Change Orders.
b. Allowances.
c. Unit Prices.
d. Deductions for uncorrected Work.
e. Deductions for reinspection payments.
f. Other adjustments.

3. Total Contract Sum, as adjusted.

4. Previous payments.
5. Sum remaining due.

C. The Engineer will prepare a final Change Order, reflecting approved adjustments to the Contract sum which were not previously made by Change Orders.

1.5 FINAL APPLICATION FOR PAYMENT

A. Submit the final Application for Payment in accordance with procedures and requirements stated in the Conditions of the Contracts.

PART 2 PRODUCTS

NOT USED

PART 3 EXECUTION

NOT USED

END OF SECTION

(TO BE COMPLETED AFTER AWARD)

H. FORM OF AGREEMENT

THIS AGREEMENT made the _____ day of _____ in the year Two Thousand and _____, by and between _____, hereinafter called the Contractor, and _____, hereinafter called the Owner,

WITNESSETH, that the Contractor and the Owner for the considerations named, agreed as follows:

ARTICLE I - Scope of Work: The Contractor shall furnish all of the materials and perform all of the work shown on the drawings and described in the Specifications entitled:

CONCORD TOWNSHIP
DELAWARE COUNTY, PENNSYLVANIA
HISTORIC BARN STABILIZATION 3315 GARNET MINE ROAD

prepared by Pennoni Associates Inc., Consulting Engineers, 158 West Gay Street, Suite 300, West Chester, Pennsylvania 19380, acting as and in these Contract Documents, entitled the Engineer, and shall do everything required by the Agreement and the Contract Documents.

ARTICLE II - The Contract Documents Consist of the Following:

A. Advertisement
B. Instruction to Bidders
C. Form of Bid
D. Form of Guaranty
E. General Conditions
F. Special Conditions
G. Construction Specifications
H. Form of Agreement
   Contractor's Release
   Statement of Surety Company
I. Contract Bonds
   Performance Bond
   Labor and Materialmen's Bond
   Maintenance Bond
J. Public Works Employment
   Verification Form
K. Non-Discrimination/Sexual
   Harassment Clause
L. List of Contract Drawings

This Agreement form, together with these documents and drawings form the Contract and they are as fully a part of the Contract as if hereto attached or herein represented.

ARTICLE III - Time of Completion

The work to be performed under this Contract shall be commenced on a date to be specified in a written order by the Owner or Engineer and shall be fully completed within **Ninety (90)** calendar days as set forth under the schedule outlined in Section 01001 of these specifications.

ARTICLE IV - The Contract Sum:

The Owner shall pay the Contractor for the performance of the Contract, subject to additions and deductions provided therein, in current funds, the unit and/or lump sum prices, bid by Contractor, as indicated on attached certified TABULATION OF BIDS.

ARTICLE V - Failure to Complete Work on Time:

For each day so certified, the Contractor shall credit the Owner the sum of **$500.00** dollars for each and every calendar day that the Contractor is in default in completing the work within the time specified for Article III above and the Form of Bid. This sum if agreed upon as liquidated damages which the Owner shall suffer by reason of such default.

ARTICLE VI - Payment to Contractor

The Owner shall make payments on account to the Contract as provided herein under the GENERAL AND/OR SPECIAL CONDITIONS.

ARTICLE VII - Acceptance and Final Payment as Release:

The acceptance by the CONTRACTOR of final payment shall be and shall operate as a release to the OWNER of all claims and all liability to the CONTRACTOR other than claims in stated amounts as may be specially excepted by the CONTRACTOR for all things done or furnished in connection with this WORK and for every act and neglect of the OWNER and others relating to or arising out of this WORK. Any payment, however, final or otherwise, shall not release the CONTRACTOR or his sureties from any obligations under the CONTRACT DOCUMENTS or the Performance BONDS, Payment BONDS, and Maintenance BONDS.

Final payment to the Contractor shall be made subject to his furnishing the Owner properly executed "CONTRACTOR'S RELEASE" and "STATEMENT OF SURETY" forms included in this Section.

If, after the work has been substantially completed, full completion is materially delayed through no fault of the Contractor, and the Engineer, so certifies, the Owner shall, upon certificate of the Engineers, and without terminating the Contract, make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

This Agreement shall be binding upon all parties hereto and their respective heirs, executors, administrators, successors, and assigns.

IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in (***Triplicate**) each of which shall be deemed an original on the date first above written.

*Number of Copies

OWNER:

_____

BY _____

NAME _____
(Please Type or Print)

TITLE _____

(SEAL)

ATTEST:

_____

NAME _____
(Please Type or Print)

TITLE _____

CONTRACTOR:

_____

BY _____

NAME _____
(Please Type or Print)

TITLE _____

ADDRESS _____

_____

(SEAL)

ATTEST:

_____

NAME _____
(Please Type or Print)

_____

(TO BE COMPLETED AFTER CONSTRUCTION)
CONTRACTOR'S RELEASE

KNOW ALL MEN BY THESE PRESENTS THAT: _____

_____
(Contractor)

of _____ County and State of _____

does hereby acknowledge that he has received this day of and from the

_____
(Owner)

the sum of ONE DOLLAR ($1.00) and other valuable consideration in full satisfaction

and payment of all sums of money owing payable and belonging to _____

_____
(Contractor)

by any means whatsoever, for on account of a certain agreement hereinafter called

the CONTRACT, between the said _____
(Owner)

_____ and _____
(Contractor)

dated _____

NOW THEREFORE, the said _____
(Contractor)

(for myself, my heirs, executors and administrators) (for itself, its successors and assigns) do by these presents remise, release, quit-claim and forever discharge the

said _____
(Owner)

its successors and assigns, of and from all claims and demands arising from or in connection with the said CONTRACT

dated _____ and of and from all, and all manner of

action and actions, cause and causes of action and actions, suits, debts, dues, duties, sum and sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, agreements, promises, variances, damages, judgments, extents executions, claims and demand, whatsoever, in law or equity, or otherwise which against the said _____
(Owner)

its successors and assigns, ever had, now have, or which (I, my heirs, executors, or administrators) (it, its successors and assigns) hereafter can, shall or may have, for upon or by reason of any matter, cause or thing whatsoever, from the beginning of the work to the date of these presents.

IN WITNESS WHEREOF _____
(Contractor)

has caused these presents to be duly executed the _____ day of

_____, _____.

Signed, Sealed and Delivered
in the presence of:

_____ (SEAL)
(Individual)

_____ (SEAL)
(Partnership Contractor)

By _____ (SEAL)
(Partner)

Attest:

_____ (SEAL)

_____ By _____
(Secretary) (President or Vice-President)

(CORPORATE SEAL)

(TO BE COMPLETED AFTER CONSTRUCTION)
STATEMENT OF SURETY COMPANY

IN ACCORDANCE with the provisions of the CONTRACT dated _____

_____ between the _____

_____
(Owner)
_____ and _____
(Contractor)
_____, the _____
(Surety)

_____, SURETY on the Material and Labor

Payment BOND of _____

_____
(Contractor)

after a careful examination of the books and records of said CONTRACTOR or after receipt of an affidavit from CONTRACTOR, which examination of affidavit satisfies SURETY that all claims for labor and materials have been satisfactorily settled, hereby approved of the final payment to the said _____,

CONTRACTOR and by these presents witnesseth that payment to the CONTRACTOR of the final estimates shall not relieve SURETY of any of its obligations to _____

_____, as
(Owner)

set forth in the said SURETY COMPANY'S BOND.

IN WITNESS WHEREOF, said SURETY has hereunto set its hand and seal this

_____ day of _____, 20___.

ATTEST:

(SEAL) _____ BY _____
President

NOTE: This statement, if executed by any person other than the President or Vice President of the Company, must be accompanied by a certificate of even date showing authority conferred upon the person so signing to execute such instruments on behalf of the Company represented.

(TO BE COMPLETED AFTER AWARD)
(By Bonding Company)

I. CONTRACT BOND*

KNOW ALL MEN BY THESE PRESENTS, That, we, the undersigned, _____

_____, as Principal, and _____

_____, a corporation organized and

existing under the laws of the State of _____, as

surety, are held and firmly bound unto the _____

_____ (hereinafter Owner) as hereinafter set forth, in the full and just several sums of:

(a) _____
(One hundred percent (100%) of the amount of the contract)

_____ Dollars ($), for faithful PERFORMANCE of the Contract as designated hereinafter, in Paragraph "A"; and

(b) _____
(One hundred percent (100%) of the amount of the contract)

_____ Dollars ($), for payment of LABOR AND MATERIALS as designated hereinafter, in Paragraph "B"; and

(c) _____
((%) of the amount of the contract)
(see pg. F-1)

_____ Dollars ($), for MAINTENANCE as designated hereinafter, in Paragraph "C";
lawful money of the United States of America, to be paid to the said Owner, or its agents, to which payment well and truly to be made and done, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

Sealed with our respective seals and dates this _____ day of

_____, 20___.

WHEREAS, the above bounden Principal has entered into a Contract with

the said Owner, dated the _____ day of _____, 20___,

for _____

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

*Only bonds from companies licensed to do business in the State where the Owner is located will be accepted and the bond shall so state same.

WHEREAS, it is one of the conditions of the award of the Owner that these presents be executed.

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

A. That is the above bounden principal as Contractor shall well and faithfully do and perform the things agreed by him to be done and performed according to the terms of said Contract and all relating documents thereto and made a part of said contract, including the plans and specifications therein referred to and made part thereof, and such alterations as may be made in said plans and specifications as therein provided, and which are hereby made part of this bond the same as though they were set forth herein, and shall indemnify and save harmless the said Owner and all of its officers, agents and employees from any expenses incurred through the failure of said Contractor to complete the work as specified and for any damages growing out of the manner of performance of said Contract by said Contractor or his subcontractors, or his or their agents or servants, including patent, trademark and copyright infringements, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect, as though it was provided for and in compliance with the Act No. 385 of the 1967 Session of the Legislature.

B. That if the above bounden Principal shall and will promptly pay or cause to be paid all sums of money which may be due any person, co-partnership, association or corporation for all material furnished and labor supplied or performed in the prosecution of the work, whether or not the said material or labor entered into and become component parts of the work or improvement contemplated, and also including public utility services, and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site, then this part of this obligation shall be void; otherwise, it shall be and remain in full force and effect, as though it were provided for and in compliance with the Act No. 385 of the 1967 Session of the Pennsylvania Legislature.

C. That if the above bounden Principal shall remedy without cost to the said Owner any defects which may develop during a period of two (2) years from the date of completion and acceptance of the work performed under said contract, provided such defects, in the judgment of the Owner or its successor having jurisdiction in the premises, are caused by defective or inferior materials or workmanship, then this part of this obligation shall be void; otherwise it shall be and remain in full force and effect.

It is further agreed that any alterations which may be made in the terms of the Contract or in the work to be done or materials to be furnished or labor to be supplied or performed under it or the giving by the Owner of an extension of time for the performance of the Contract or any other forbearance on the part of either the Owner or the Principal to the other shall not in any way release the Principal and the Surety or Sureties, or either or any of them, their heirs, executors, administrators, successors or assigns, from their liability hereunder, notice to the Surety or Sureties of any such alterations, extension or forbearance being hereby waived.

The Principal and Surety hereby jointly and severally agree with the obligee herein that every person, co-person, co-partner, association or corporation who, whether as subcontractor or otherwise has furnished material or supplied or performed labor in prosecution of the work as above provided and who has not been paid therefor, within 90 days after the day on which any such claimant performed that last of such labor or furnished the last of the materials for which he claims payment may sue in assumpsit on this bond in his own name and prosecute the same to final judgment for such sum or sums as may be justly due him, them or it and have execution on the judgment; provided, however, that the Owner shall not be liable for the payment of any costs or expense of any such suit.

Recovery by any person, co-partnership, association or corporation who, whether as subcontractor otherwise, has furnished material or supplied or performed labor in prosecution of the work as above provided and has not been paid therefor, within 90 days after the day on which any such claimant performed the last of such labor or furnished the last of the materials for which he claims payment may sue in assumpsit on this bond in his own name and prosecute the same to final judgment for such sum or sums as may be justly due him, them or it and have execution on the judgment provided, however, that the Owner shall not be liable for the payment of any costs or expenses of any such suit.

The right of a claimant who is a subcontractor of a subcontractor of the Principal who has no contractual relationship express or implied, with the Principal may bring an action on this bond, as herein provided, only if he has given written notice in accordance with Act 385 of the 1967 Session of the Pennsylvania Legislature to the Principal within 90 days from the date on which the claimant performed the last of the labor or furnished the last of the materials for which he claims payment, stating with substantial accuracy the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished.

Recovery by any person, co-partnership, association or corporation hereunder shall be subject to the provisions of the Act No. 385 of the 1967 Session of the Pennsylvania Legislature to the same extent as if said provisions were fully incorporated in the bond.

It is further agreed that in accordance with Section 6 Act No. 385 of 1967 Session of the Pennsylvania Legislature, that the Owner shall supply a certified copy of his Bond and the Contract set forth above, to any person filing an affidavit that he has a claim hereunder, is a defendant on a claim hereunder, or is the surety, upon payment of a certification fee to the Owner. Any action commenced on or arising from this Bond shall not be a bar to any subsequent actions that may arise as a result of the Contract set forth above, or otherwise.

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

Witness:

_____ BY _____ (SEAL)
(Principal-Individual)

_____

_____ BY _____
(Attorney-in-fact)

BY _____
(Principal-Partnership)

Witness:

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)

_____ (SEAL)
(Surety)

_____ By _____
(Attorney-in-fact)

Attest:

By _____
(Principal-Corporation)

_____
(Secretary)

By _____
(President)

(CORPORATE SEAL)

Attest:

_____ By _____
(Surety) (Attorney-in-fact)

J. PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

COMMONWEALTH OF PENNSYLVANIA

PUBLIC WORKS EMPLOYMENT VERIFICATION FORM

Date _____

Business or Organization Name (Employer)_____

Address _____

City _____ **State**_____ **Zip Code** _____

☐ **Contractor** ☐ {dzōŏ2yúNI-ŏű2N óŏKŜŏ] 2yŜú

Contracting Public Body _____

Contract/Project No _____

Project Description _____

Project Location _____

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

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

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

_____

Authorized Representative Signature

K. EXHIBIT A – NON-DISCRIMINATION/SEXUAL HARASSMENT CLAUSE

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE

1. **Representations.** The Grantee represents that it is presently in compliance with and will remain in compliance with all applicable federal, state, and local laws, regulations, and policies relating to nondiscrimination and sexual harassment for the term of the agreement. The Grantee shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to its books, records, and accounts by the Commonwealth for the purpose of ascertaining compliance with provisions of this Nondiscrimination/Sexual Harassment Clause.

2. **Nondiscrimination/Sexual Harassment Obligations.** The Grantee shall not:

    a. in any manner discriminate in the hiring of any employee(s) for the performance of the activities required under this agreement or any subgrant agreement, contract, or subcontract, by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the Pennsylvania Human Relations Act ("PHRA") and applicable federal laws, against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

    b. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.

    c. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under this agreement or any subgrant agreement, contract, or subcontract.

    d. in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor, or supplier who is qualified to perform the work to which this agreement relates.

    e. in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the Public Employee Relations Act, Pennsylvania Labor Relations Act, or National Labor Relations Act, as applicable, and to the extent determined by entities charged with the Acts' enforcement and shall comply with any provision of law establishing organizations as employees' exclusive representatives.

3. **Establishment of Grantee Policy.** The Grantee shall establish and maintain a written nondiscrimination and sexual harassment policy that complies with the applicable law and these Nondiscrimination/Sexual Harassment provisions and shall inform its employees in writing of the policy. The policy must contain a provision that states that sexual harassment will not be tolerated and employees who practice it will be disciplined. For the entire period of this agreement, the Grantee shall: (1) post its written nondiscrimination and sexual harassment policy or these Nondiscrimination/Sexual Harassment provisions conspicuously in easily accessible and well-lighted places customarily frequented by employees at or near where the grant activities are performed; or (2) provide electronic notice of the policy or this clause to its employees not less than annually.

4. **Notification of Violations.** The Grantee's obligations pursuant to these provisions are ongoing from the effective date and through the termination date of the agreement. Accordingly, the Grantee shall notify the Commonwealth if, at any time during the term of this agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.

5. **Cancellation or Termination of Agreement.** The Commonwealth may cancel or terminate this agreement and all money due or to become due under this agreement may be forfeited for a violation of the terms and conditions of these Nondiscrimination/Sexual Harassment provisions. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee in the Contractor Responsibility File.

6. **Subgrant Agreements, Contracts, and Subcontracts**. The Grantee shall include these Nondiscrimination/Sexual Harassment provisions in its subgrant agreements, contracts, and subcontracts with all subgrantees, contractors, and subcontractors providing goods or services under this agreement. The incorporation of these provisions in the Grantor's subgrants, contracts, or subcontracts does not create privity of contract between the Commonwealth and any subgrantee, contractor, or subcontractor, and no third-party beneficiaries are created by those provisions. If the Grantee becomes aware of a subgrantee's, contractor's, or subcontractor's violation of these provisions, the Grantee shall use its best efforts to ensure the subgrantee's, contractor's, or subcontractor's compliance with these provisions.

L. LIST OF CONTRACT DOCUMENTS

1. HISTORIC BARN STABILIZATION SCOPE OF WORK
   3315 GARNET MINE ROAD BARN

158 West Gay Street, Suite 300
West Chester, PA 19380
T: 610-429-8907
610-429-8918
www.pennoni.com

HISTORIC BARN STABILIZATION SCOPE OF WORK

3315 GARNET MINE ROAD
GARNET VALLEY, PA 19060

OCTOBER 2026



Ross Stuart, PE, SE
PA License No. 083535-E
Structural Division Manager, Pennoni Associates

PAI Project No. CONC0048

PROJECT SUMMARY SCOPE OF WORK

The project involves the stabilization and residing of a barn located at 3315 Garnet Mine Road, Garnet Valley, PA

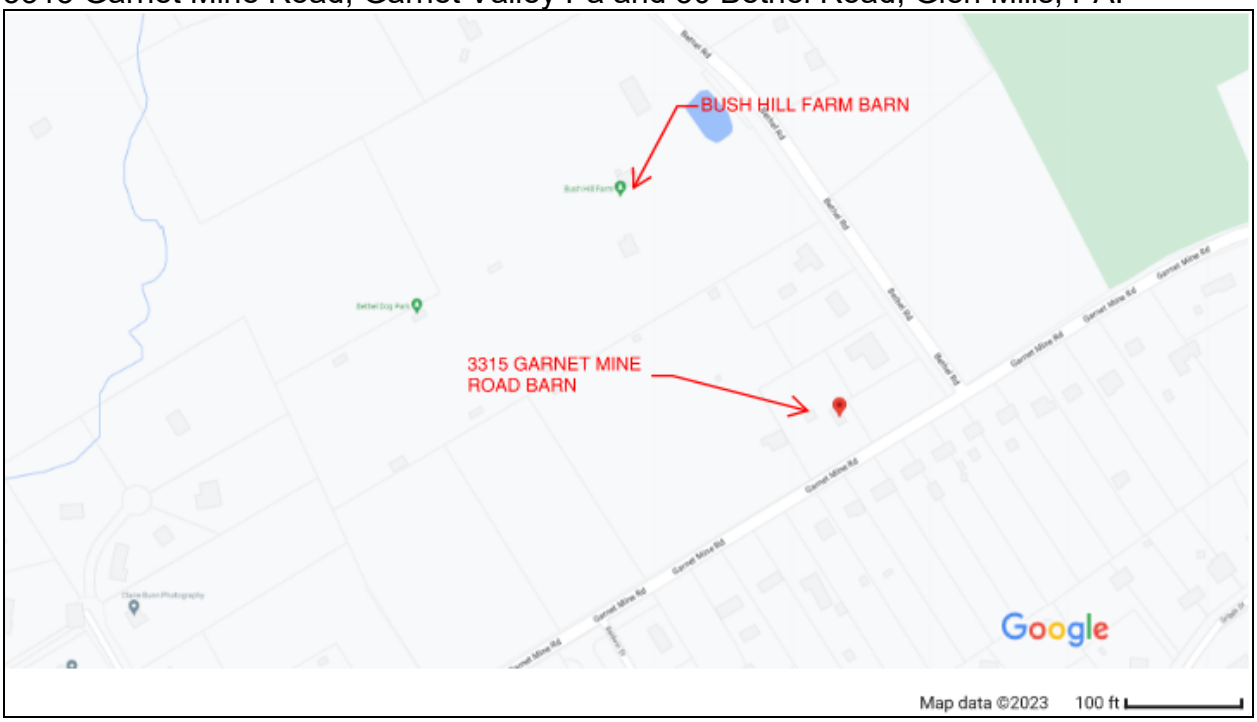
The property dates from around 1790 and has been modified over its lifetime. The barn is a bank type structure built into an embankment or ramp to allow access from grade upper and lower floor levels. The roof construction is a combination of asphalt shingle/rolled asphalt system supported by plywood sheet or timber deck boards supported by timber joists. The first floor is framed is framed with timber boards/plywood sheets supported by timber beams, girders, and posts. The perimeter of the barn below the first framed floor is supported by a stone rubble bearing wall with intermediate openings for doors and windows. The walls and cladding above the stone rubble wall are framed with timber deck boards spanning between floor and roof level, with intermediate girt supports spanning between posts.

The Garnet Mine Road barn suffered partial collapse in 2018 at which time Pennoni conducted a structural condition assessment and found significant deterioration and determined that the structure was unsafe.

The intent of the project is to renovate the barn so that it is substantially weather tight and structurally stable. Pennoni understands that the barn will not be occupied and thus do not require improvements to make it Code compliant. The work required is to preserve the barn, which is of cultural and historic significance to the Concord Township community.

PROJECT LOCATION

3315 Garnet Mine Road, Garnet Valley Pa and 30 Bethel Road, Glen Mills, PA.



SCOPE OF WORK

The following is a general description of the demolition and stabilization work to be performed. The contractor will be responsible for visiting the site and familiarizing themselves with all the requirements of this document and following all local, state, and federal regulations. The repair scope is based on a site visit by Pennoni conducted on March 15, 2023 and a follow-up site visit on September 25, 2026.

The following scope is intended to convey the basic requirements for the project. All work is expected to be completed in a professional manner in accordance with standard industry practices. Work required to properly execute the scope, that is not explicitly stated in the list below, should be anticipated by the General Contractor based on visiting the site and becoming familiar with the existing conditions.

GENERAL

1. Perform all enabling work as defined in the general notes and as necessary to complete the work, including installation of protective fencing, pre-construction kick off meeting and, protection of overhead electrical wires, PA One Calls, and protection of other utilities. Coordinate extent of protective fencing with the Municipality.

GARNET MINE ROAD SCOPE LIST:

All below to be included in Lump Sum Bid Price

Partial Demolition

1. Demolish the western portion of the barn, including the roofs, walls, and floor framing per attached sketches. Stone walls to remain in place if undeteriorated, some repointing is required where indicated in the sketches. Install a non-shrink grout rounded "cap" on top of the walls.

At remaining barn building:

1. Remove and replace existing roof shingles and **all plywood sheathing** in kind. Shingles to be architectural style to match existing.
2. Replace existing doors and windows with new wood uninsulated units to match existing size and style.
3. Remove **all exterior boards**. Construct new walls consisting of 2x6 studs with a ½" plywood sheathing, water resistive vapor barrier, pressure treated or plastic furring strips and new wood façade boards installed in a vertical pattern to match the existing barn style. Basis of design is 1x12 northeastern pine stained red to match existing. Submit mockups to the Township for approval. Final color to be selected by the Township.
4. Infill open side of barn facing following the partial demolition with new wall infill framing noted above.
5. Replace sliding barn doors in kind, except add a man door in one of the sliding panels.
6. Remove and replace damaged structural wood framing in kind as noted in sketches.
7. Additional wood repairs may be required during the course of the project. Any damaged or rotted wood framing should be replaced in kind. **A $25,000 allowance will be provided for this above Lump Sum price bid**.
8. Install gutters and downspouts
    a. Gutters should be 5-inch, half-round, aluminum, bronze
    b. Downspouts should be 3x4 corrugated aluminum, bronze. Downspouts should extend 6-feet away from the building.
    c. Gutters should discharge on the backside (north side) of the building.

SCHEDULE

1. A pre-construction meeting shall be held with the Contractor, Municipality, and Engineer prior to starting work to confirm schedule.

2. A Building Permit Application shall be submitted to the Township by the Contractor. This application form will be provided to the Contractor by the Township prior to construction. All Permit Fees will be waived.

3. Notify the Township 30 days prior to mobilization to allow the Township to notify

neighboring properties and tenants of the work.

4. Place security anti-livestock fencing around the property and staging areas within five (5) calendar days of the notice to proceed and maintain this fencing until the Project is completed.

5. Coordinate and schedule final punch list walk-through with the Municipality.

6. It is anticipated that the project will be completed in less than 90-days.

GENERAL NOTES

I. GENERAL
   1. The information provided are the best representation available of the existing building, however the contractor is responsible for confirming all existing conditions prior to start of work.
   2. All new construction or repairs noted in the scope of work is to be compliant with the applicable Codes:
      a. International Building Code 2021 (IBC 2021)
      b. International Existing Building Code 2021 (IEBC 2021)
   3. Demolish and remove associated structural, mechanical, electrical, plumbing, architectural (finishes, coverings, and cladding) and building contents to the extent indicated in item 4.
   4. Demolish and remove the portion of existing building as noted in the sketches.
   5. Do not operate heavy machinery within 8-feet from the building structures or foundation walls.
   6. Work not indicated, but reasonably implied to be similar to that shown at corresponding places shall be repeated.
   7. Job site safety and demolition procedures are the sole responsibility of the contractor.
   8. Comply with state and local regulations relative to the stated scope of work.
   9. All scaffolding and shoring, if used, to conform to the recommendations of the scaffolding and shoring institute including safety and erection procedures.
   10. Provide temporary barricades and other protection required to prevent injury to people and livestock and facilities to remain.
   11. Take necessary measures to protect all site features and infrastructure to remain in place.
   12. Properly dispose of all building contents including trash, rubbish, furniture, appliances, appendages, utilities, fixtures, etc. And all other materials.

MISCELLANEOUS

1. Should an existing live electrical service be located on the area to be demolished, or should that service interfere with the demolition operations, the Contractor shall

employ a licensed electrician to perform all work required to relocate the service to an acceptable location on the unit to remain.

2. All Work shall conform to and comply with all applicable federal, state, and local laws, statutes, rules, and regulations, including, without limitation, OSHA standards.

LICENSING AND INSURANCE REQUIREMENTS

Comply with state and local licensing and Township insurance requirements.

The contractor (and subcontractors) will be responsible for providing proof of insurance and active/valid licenses or qualifications with their bid.

The Contractor will be required to register with Concord Township.

LIMITATIONS

All documents prepared by Pennoni Associates are instruments of service in respect of the project. They are not intended or represented to be suitable for reuse by owner or others on extensions of the project or on any other project. Any reuse without written verification or adaptation by Pennoni associates for the specific purpose intended will be at owner's sole risk and without liability or legal exposure to Pennoni Associates; and owner shall indemnify and hold harmless Pennoni Associates from all claims, damages, losses, and expenses arising out of or resulting therefrom.

Attachment 1: Sketches