

**STATE SYSTEM OF HIGHER EDUCATION  
COMMONWEALTH OF PENNSYLVANIA**

**STANDARD FORM OF CONTRACT  
FOR  
CONSTRUCTION  
BETWEEN THE SYSTEM AND THE CONTRACTOR**

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
in Lancaster County, Pennsylvania, by and between

Millersville University of Pennsylvania  
P.O. Box 1002  
Millersville, PA 17551  
of the State System of Higher Education  
Commonwealth of Pennsylvania  
hereinafter called the "System"

and

---Contractor's Name---  
---address---  
---address---  
a corporation/LP/LLP/LLC/partnership/etc.  
organized in the state of \_\_\_\_\_  
Federal I.D. No. \_\_\_\_\_,  
hereinafter called the "Contractor."

**CONTRACT SUM AND DESCRIPTION**

The Contractor agrees to perform the scope of work described in the Contract Documents for the sum of *[-award amount, in both words and numbers-]* and within the time specified in the section Contract Time below.

Contract No. \_\_\_\_\_

Base Bid(s) Awarded \_\_\_\_\_

Prime Contract *[-General, HVAC, Plumbing, Electrical, Construction-]*

Project Name \_\_\_\_\_

University/Location \_\_\_\_\_

**EFFECTIVE DATE OF CONTRACT**

The parties hereto, intending to be legally bound, hereby do agree that this Contract shall not be effective until executed by all necessary Commonwealth officials as provided by law.

**CONTRACT TIME**

The Contractor shall prosecute the Work diligently and substantially complete the Work (Substantial Completion) not later than \_\_\_\_\_.

## **LIQUIDATED DAMAGES**

If the Contractor fails to complete the Work within the Contract Time specified in this Contract, including any and all approved extensions or adjustments thereto that are properly executed under the procedures outlined by the Contract, the Contractor shall pay liquidated damages, not as a penalty, to the System in the amount of \$0 dollars for each calendar day of delay until the Work is substantially completed and accepted.

## **PREVAILING WAGE**

This Project is subject to the Pennsylvania Prevailing Wage Act, 43 P.S. § 165-1 et seq, as amended. The Prevailing Minimum Wage Determination for this Project is Serial #22-02646.

## **DESIGN PROFESSIONAL**

The System's Design Professional for this project is:

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## **NOTICE**

Unless otherwise specifically identified by any provision of this Contract, a notice shall be deemed sufficient if given in writing and delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, or delivered by a nationally-recognized express mail service, charges prepaid, receipt obtained, to the persons signing this contract and at the addresses captioned on Page 1 of this Standard Form of Contract, or to such other persons or addresses as are specified by similar notice.

## **COMMITMENTS TO SMALL DIVERSE BUSINESSES (SDB)**

The Contractual obligations in the SDB Requirements Instructions, and the bid proposal of the Contractor, including the completed SDB Solicitation Form and accompanying documents regarding commitments to SDB, shall be considered as incorporated in and become contractual obligations under the terms and conditions of this Contract.

If requested by the System, the Contractor shall submit copies of any subcontracts and/or purchase orders which execute commitments made to SDB which support the Reasonable Effort Award Amount (REAA).

Subcontracts and/or purchase orders that are executed with SDB that support the REAA must continue throughout the life of the Contract and be completed at that level, or higher, unless agreed upon by the SDB. If the Contractor anticipates that the final subcontract and/or purchase order amounts will not be completed at the level of the commitment or higher, the Contractor shall notify the System.

The Contractor shall submit separately with each application for payment an accounting of how much each SDB supporting the REAA was paid as part of previous payments, and how much of the current payment is to go to each of those SDB.

## CONTRACT DOCUMENTS

The terms, conditions, requirements, and considerations of this Contract are specified in the Contract Documents. The Contract Documents include this Standard Form of Contract plus the following:

Contract Bond	consisting of ____ pages
General Conditions	consisting of 34 pages
Insurance Rider	consisting of 3 pages
Specifications and Drawings (incorporated by reference)	Table of Contents attached

The following are also incorporated as part of the Contract by reference:

Contractor's completed Bid Form, dated \_\_\_\_\_, submitted for this Contract.

Contractor's completed SDB Solicitation Form and associated commitments to SDB subcontractors/suppliers submitted with the Contractor's completed Bid Form for this Contract

Addendum \_\_\_\_, dated \_\_\_\_\_ Addendum \_\_\_\_, dated \_\_\_\_\_

Addendum \_\_\_\_, dated \_\_\_\_\_ Addendum \_\_\_\_, dated \_\_\_\_\_

Addendum \_\_\_\_, dated \_\_\_\_\_ Addendum \_\_\_\_, dated \_\_\_\_\_

Any Change Orders and Amendments properly executed after the Effective Date of this Contract.

IN WITNESS WHEREOF, this Standard Form of Contract has been executed and delivered as of the date set forth in the caption hereof;

FOR THE CONTRACTOR	FOR THE COMMONWEALTH
<p><b>If the Contractor Is an Individual, Proprietorship, or Partnership</b></p>  <p>_____ Individual or Partner                      Date</p> <p>_____ printed name</p>	<p><b>Millersville University of Pennsylvania, State System of Higher Education</b></p>  <p>_____ ---name---                      Date ---title--- <b>Contracting Officer</b></p>  <p>_____ ---name---                      Date ---title--- <b>Fiscal Officer</b></p>
<p><b>If the Contractor is a Corporation, LP, LLP, or LLC</b></p>  <p>_____ President or Vice President                      Date</p> <p>_____ printed name</p>  <p>_____ Secretary or Treasurer                      Date</p> <p>_____ printed name</p>	<p><b>APPROVED AS TO FORM AND LEGALITY</b></p>  <p>_____ University Legal Counsel                      Date State System of Higher Education</p>

- If the Contractor is an Individual, Proprietorship, or Partnership, one signature is required.
- If the Contractor is a Corporation, LP, LLP, or LLC, two signatures are required. One must be the President or Vice President. The second must be the Secretary or Treasurer.
- The Contractor can delegate signatory authority to other individuals by means of a certified Board Resolution presented with this Standard Form of Contract.