

SECTION 00 21 00 - SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

ARCHITECT:

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To be considered, Bids must be made in accordance with the Instructions to Bidders and these Supplemental Instructions to Bidders.

1. DOCUMENTS:

- A. Bona fide Prime Bidders may obtain an electronic set of the Drawings and Project Manuals via email from the Architect.

2. EXAMINATION:

- A. Bidders shall CAREFULLY EXAMINE the Bidding Documents and the construction Site to obtain first-hand knowledge of existing conditions and limitations. FAILURE TO VISIT THE SITE WILL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR SAME nor will extra payment requests be considered for conditions which could have been determined by examination of the Site and Bidding Documents.

3. QUESTIONS:

- A. Submit all questions about the Drawings and Project Manual to the Architect, in writing. Replies will be issued to all Prime Bidders of record as Addenda to the Drawings and Specifications and will become part of the Contract. If any item of Work is shown on the Drawings and not specified, or mentioned in the Specifications and not shown on the Drawings, the matter should be brought to the attention of the Architect during bidding so an addendum can be issued correcting the omission. If such correction is not made, the

Work in question shall be considered to be required as if it had been specified and shown on the Drawings. The Architect WILL NOT BE RESPONSIBLE FOR ORAL CLARIFICATION. Questions received less than four (2) working days before the bid opening cannot be answered.

4. SUBSTITUTIONS:

- A. Bids shall be based on the products or manufacturers specified. This is not intended to eliminate competition from other manufacturers other than those specified. Any bidder who desires to substitute materials or equipment which he believes to be equal to those specified, must submit a written request for substitution to the Architect as specified in Section 01 63 00.

5. BASIS OF BID:

- A. The bidder must include any Alternates and Unit Cost items as may be shown on the BID FORM, failure to comply may be cause for rejection of Bid. The bidder shall include quantity allowances in his base bid that are equal to the unit prices times the quantities indicated in the Section 01 27 50 – Unit Prices and quantity Allowances.
- B. No combination of Bids or assignments will be considered unless so noted in the bidding documents.
- C. Failure to acknowledge any Addendum or any other item listed on the BID FORM may be cause for rejection of the bid.

6. PREPARATION OF BIDS:

- A. Bids shall be made on unaltered BID FORMS. Fill in all blank spaces and submit one (1) original and one (1) copy. Bidders must review all Alternates and provide pricing regardless of the assignment of the contract in Section 01 23 00 – Alternates. If the bidder believes his contract is not affected, then a bid of zero dollars or a “No Change” should be bid. Failure to indicate dollar amounts or “No Change” may result in the bid being rejected.

Bids shall be signed in ink with name typed below signature. Each Bid must contain the full business address of the Bidder and must be signed by him correctly. If the Bid is made by a corporation, the proposal should be signed by the President or Vice President and attested by the Secretary or Assistant Secretary, and identify the name, business address and state of incorporation for the corporation, and have the corporate seal affixed. ALL UNSIGNED BIDS SHALL BE REJECTED.

7. BID SECURITY:

- A. Bid Security shall be made payable to the Owner, in the amount of 10 percent (10%) of the Base Bid sum. Security shall be either a CERTIFIED CHECK, BANK CASHIERS CHECK or BID BOND issued by a Surety licensed to conduct business in the state in which the Project is being constructed. The Owner reserves the right to approve the sufficiency of the required bid security.
- B. A Bid shall be rejected unless accompanied by a Bid Security. Bid Security shall be in the form of a certified check or bank cashier's check payable to Owner or a Bid Bond in the form set forth in the Bidding Documents, naming as obligee, Mid-West School District.
- C. The Owner may declare the Bid Security forfeited to the Owner if, following the issuance of a Notice of Intent to Award to the apparent lowest responsible Bidder, such Bidder fails to deliver the items required under Section 15 of these Supplemental Instructions to Bidders within ten (10) days thereafter.
- D. If Bid Security is submitted in the form of a Bid Bond, the Bid Bond shall be submitted on the form included in the Bidding Documents, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the

same date as the Bid Bond and both the Bid Bond and Power of Attorney shall have affixed the raised corporate seal of the surety. The Bid Bond form must be executed by a surety licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular or revision thereof.

- E. The Bid Security of Bidders will be returned (unless forfeited as stated above) at the Bidder's request, upon (1) the execution of the Agreement Between Owner and Contractor by Owner, or (2) the rejection of all bids by Owner, or (3) the expiration of the firm bid period set forth in Section 11 of these Supplemental Instructions to Bidder. The Owner shall not be liable for any interest on Bid Security which is held in accordance with these Supplemental Instructions to Bidders.
- F. The Bid Security is to be submitted and attached to the BID FORM at the time of submission of Bids.

8. PERFORMANCE BOND AND PAYMENT BOND:

- A. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish a Performance Bond and a Payment Bond in the forms provided in the these Bidding Documents, each in the amount of one hundred percent (100%) of the Contract Sum. The bond cost must be included in the bid amount.
- B. The Attorney-in-Fact who executes the Performance and Payment Bonds on behalf of the surety shall affix to the bonds a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same day as the bonds and both the bonds and Power of Attorney shall have affixed the raised corporate seal of the surety.

9. NO-LIEN:

- A. This is property of a public Owner and, as such, may not be liened. For the protection of sub-contractors and the contractor's suppliers, a payment bond will be required.

10. SUBMITTAL:

- A. Submit Bid in an opaque, sealed envelope addressed to:

and shall be marked:

Bid for the Midd-West District Office Relocation Project

Prime Contract No. _____
Prime Contract Name _____

- B. Submit Bids in accordance with the INVITATION TO BID.

- C. Each bid for each contract shall be submitted in a separate envelope.

11. MODIFICATION AND WITHDRAWAL:

- A. Bidders will be given permission to withdraw any proposal after it has been received by the Owner, provided the Bidder or his agent duly authorized to act for him, personally appears at the Midd-West School District Business Office, with a written request signed by the Bidder prior to the time set forth for the opening of the Bids. At the time set for the opening of Bids, the withdrawn proposal will be returned to the Bidder. Such withdrawn proposals will not be opened or read at the Bid opening. Bids may not be modified after submittal.
- B. Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after Bid opening. Extensions of the date for the award of contract may be made by the mutual written consent of Owner and the lowest responsible and responsive Bidder.
- C. Neither the designation of the apparent lowest responsible Bidder, nor the issuance of a Notice of Intent to Award to the Bidder so designated shall operate to release any other Bidder from its Bid. Each such other Bidder, unless earlier released from its Bid by specific action of the Owner, shall remain bound by its Bid until the earlier of (1) the date of actual execution by Owner of the Agreement Between Owner and Contractor with the Bidder to whom the Award of Contract has been made, or (2) the expiration of the firm Bid period stipulated above.

12. DISQUALIFICATION AND REJECTION OF BIDS:

- A. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- B. The Owner has the right to reject bids, which are not responsive, and to not award to any bidder which is deemed to be not responsible.

13. OPENING BIDS:

- A. Bids will be publicly opened and read aloud as announced in the INVITATION TO BID.

14. AWARD:

- A. The Contract will be awarded on the basis of the lowest responsive base bid, including full consideration of any Alternates and Unit Prices, as may appear on the Bid Form.
- B. The Owner reserves the right to reject any or all proposals, or any part thereof or items therein, and to waive technicalities, as it may deem best to protect the interests of the Owner. If any award is made by the Owner, it will be to the party declared by the Owner to be the lowest responsive and responsible Bidder.

- C. In awarding Bids, the Owner shall have sole discretion in determining the lowest responsive and responsible Bidder and shall have the right to take into consideration the following factors, in addition to price:
 - 1. The character, integrity, reputation and judgment of the Bidder.
 - 2. The previous and existing compliance of the Bidder with the requirements of similar installations.
 - 3. The ability, capacity, experience and skill of the Bidder to perform the Contract.
- D. The Owner shall have the right to accept Alternates in any order or combination, and to determine the low Bidder on the basis of the sum of the Base Bid and Alternates accepted.

15. EXECUTION OF CONTRACT:

- A. The Owner reserves the right to accept any Bid, and to reject any or all Bids.
- B. Each Bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract.

The Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any Bid if by the evidence submitted, or as the result of investigation, such Bidder fails to satisfy the Owner that the Bidder is properly qualified to carry out the obligations of the Contract.

- C. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, the Contractor shall be prepared and agrees to commence work within five (5) days after Notice to Proceed is given, or on date stipulated in such order.
- D. The Owner will notify the lowest responsive and responsible Bidder of the Owner's intent to accept his proposal and to make a formal award of contract to him by the Notice of Intent to Award. The Owner will include with the Notice of Intent to Award the Agreement to be signed by the successful Bidder. Within ten (10) days of receipt of the Notice of Intent to Award, the successful Bidder shall furnish (1) a Performance Bond and a Payment Bond in the forms provided in the Bidding Documents, each in the amount of one hundred percent (100%) of the Contract Sum; (2) Certificates of Insurance as required pursuant to the General Conditions of Contract; (3) Contractor's Public Works Employment Verification Form; and (3) the signed Agreement. The Bonds, Insurance Certificates, Employment Verification Form and Agreement shall be submitted to the Construction Manager's or Architect's office within the required time period.
- E. After approval of bonds and insurance, the Owner will sign and date the Agreement. Owner shall return to the successful Bidder one (1) copy of the dated, executed Agreement within thirty (30) days of the Notice of Intent to Award, unless the time of issuance of such Agreement shall be extended by mutual written agreement of the Owner and successful Bidder or pursuant to Section 20 below.

16. TIME OF COMPLETION:

- A. The Contractor shall begin the Work on the date of commencement as defined in subparagraph 8.1.2 of the General Conditions and carry the Work forward expeditiously to achieve Substantial Completion on or before the date, or time stipulated in the BID SCHEDULE for each milestone and on or before the date, or time stipulated in the Bid Form for completion of the entire Work.
- B. The Contractor understands and agrees that TIME IS OF THE ESSENCE and that all schedule dates are minimum performance dates. Notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of scheduled dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project progress and the actual pace of the Project without additional compensation. In said case, Contractor waives any right to claim that it has been accelerated.
- C. This schedule of completion of the Work shall be considered of the essence of the Contract, and for the cost of extra inspections, salaries of contingent forces, and other expenses incurred by the Owner resulting from the Contractor's delay in completing the work of the Contract within the Contract Time, the Owner shall be entitled to liquidated damages, and not a penalty, for each calendar day (Sundays and holidays included) that the Work is not substantially complete, subject to adjustments of the Contract Time as provided in the General Conditions. Liquidated damages are necessary, in that it is impossible to precisely calculate the monetary loss to the Owner as the result of any delay in implementation.
- D. The surety upon the Performance Bond furnished by the Contractor shall be liable for any fixed, agreed and liquidated damages for which the Contractor may be liable under this Section 16, to the extent that the Contractor shall not make settlement therefore with the Owner.

17. GOVERNING LAWS AND REGULATIONS:

- A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, county and municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract. The following paragraphs B through N are deemed to be included in the Contract the same as though herein written in full.
- B. FEDERAL OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (O.S.H.A.):

The Contractor is required to promptly perform all reporting and recording as required by said Act.
- C. PENNSYLVANIA ACT 287 - UTILITIES PROTECTION:

The Contractor will be responsible for complying with Pennsylvania Act 287 of 1974, as amended, commonly known as the "CALL BEFORE YOU DIG ACT". Excavation or digging Contractors may learn the utilities and authority Owners by calling 1-800-242-1776 statewide prior to work. One call locates utility lines and the utilities are notified.

D. COMPLIANCE WITH HUMAN RELATIONS ACT:

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap, disability or use of guide or support animal, by employers, employment agencies, labor organizations, contractors, and others. The Contractor agrees to comply with the provisions of this Act as amended and said Act is made part of the Contract Documents. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

E. PENNSYLVANIA PREVAILING WAGE ACT 442:

1. The general prevailing minimum wage rates including contributions for employee's benefits as shall have been determined by the Secretary of the Department of Labor and Industry which must be paid to the workmen employed in the performance of the Contract.

The Contract shall specifically provide that 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.

2. The contract shall contain the stipulation that such 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.
3. 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.
4. The contractor shall insert in each of his sub-contracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
5. The Contract shall provide that no workmen may be employed on the public work except in accordance with the classifications set forth in the decision of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.
6. The Contract shall provide that all workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between any contractor, 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.

7. The Contract shall provide that 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 changes 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:
 - a. Name of project.
 - b. Name of public body of which it is being constructed.
 - c. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determination for the particular project.
 - d. The general prevailing minimum wage rates determined for each craft and classification and the effective date of any changes.
 - e. 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 the 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.
8. The Contract shall provide that 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.
9. The Contract shall provide that apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.
10. 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 workman.

11. 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.
12. The contract shall also provide that each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions of the contract as prescribed by this Section 3 of these Regulations, or if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively. Owner reserves the right to withhold payment to Contractor if it fails to submit these statements to Owner with the applicable Application for Payment.
13. The provisions of the Act and these Regulations shall be incorporated by reference in the contract.

F. DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA:

Contractor, at its own expense, shall conform to the nondiscrimination policies and plans required by the Contract Documents, the laws of the Commonwealth of Pennsylvania and all other laws applicable to the Project.

1. In the hiring of employees for the performance of Work under this Agreement, neither the Contractor nor any person or entity acting on behalf of or under contract to the Contractor, shall, by reason of gender, race, creed, religion, color, national origin or ancestry, disability, citizenship or any other status protected under the laws of the Commonwealth of Pennsylvania, or discriminate against any citizen who is qualified and available to perform Work which the employment relates.
2. Neither Contractor nor any person or entity acting on behalf of or under Contractor shall discriminate, in any manner, against or intimidate any employee hired for the performance of Work on account of gender, race, creed, religion, color, national origin or ancestry or any other status protected under the laws of the Commonwealth of Pennsylvania.
3. Unless exempted by law, Contractor shall include the requirements of this section in every subcontract or purchase order so that it will be binding upon each subcontractor or supplier of the Contractor.
4. In the event the Contractor believes it necessary to modify its sequence of Work, the work environment or means and methods to comply with the applicable requirements of the Americans with Disabilities Act (ADA), Contractor shall notify the Construction Manager in writing of the proposed modification. The Construction Manager shall have a reasonable period of time to review the request and may seek advice and consent from the Owner and Architect before responding in writing to Contractor. All costs of

the proposed modifications shall be borne by Contractor, including impact costs to other Contractors or other parts of the Project, including any claims arising therefrom. Contractor shall implement no modification until he receives written consent from the Construction Manager. Nothing herein shall be construed to make the Owner, Construction Manager or Contractor responsible for conformance of the Architect's design to ADA requirements.

5. If Contractor, its employees, subcontractors, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon written notice from the Construction Manager, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work.
6. This Contract may be cancelled or terminated by the Wallingford Swarthmore School District and all money due or to become due hereunder may be forfeited, for a violation of the terms or conditions of this portion of the contract.

G. COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT:

PROVISION FOR THE USE OF STEEL AND STEEL PRODUCTS MADE IN THE U.S. In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, as amended, 73 P.S. Sections 1881-1887, if any steel or steel products are to be used or supplied in the performance of the contract, **only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.**

In accordance with Act 161 of 1982, as amended, cast iron products shall also be included and produced in the United States. Act 141 of 1984, as amended, further defines "steel products" to include machinery and equipment. The act also provides clarifications and penalties.

Contractors and subcontractors shall also comply with 71 P.S. Section 773.110 dealing with aluminum or steel products made in a foreign country which has been determined to discriminate.

In accordance with the Trade Practices Act of July 23, 1968, P.L. 686 (71 P.S. § 773.101 et seq.), the Contractor cannot and shall not use or permit to be used in the Work any aluminum or steel products made in a foreign country which is listed below as a foreign country which discriminates against aluminum or steel products manufactured in Pennsylvania. The countries of Argentina, Brazil, South Korea, and Spain have been found to discriminate against certain products manufactured in Pennsylvania. Therefore, the purchase or use of those countries' products, as listed below, is not permitted:

1. Argentina: carbon steel wire rod and cold-rolled carbon steel sheet.
2. Brazil: welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel

bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.

3. South Korea: welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
4. Spain: certain stainless steel products, including stainless steel wire rod, hot rolled stainless steel bars; and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

Penalties for violation of the above paragraphs may be found in the Trade Practices Act, which penalties include becoming ineligible for public works contracts for a period of three years.

This provision in no way relieves the Contractor of responsibility to comply with those provisions of the Contract which prohibit the use of foreign-made steel and cast iron products.

H. STANDARD OF QUALITY:

The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is the intent of the specifications to review and approve or reject substitutions in accordance with the terms and conditions of Supplemental Instruction to Bidders, Paragraph 4, Pre-Bid Substitutions and Section 01630 Product Substitutions Procedures. In addition, it is the intent of the specifications, where specifically noted, to not allow equals or substitutions of certain system(s), product(s) and / or material(s) specified. In such cases, the bidders shall base their bid on the system(s), product(s) and / or material(s) specified only.

I. PROHIBITION OF CASH ALLOWANCES:

Cash allowances are not to be included in the bid specification and are prohibited.

J. RIGHT TO KNOW ACT:

Contractor shall comply with all terms and conditions of the Pennsylvania Right to Know Act, Act No. 159 of 1984, 35 P.S. Paragraph 7301 et. Seq., and its implementing regulations.

K. COMPETENT WORKMEN:

As required by 24 P.S. Section 7-752, no person shall be employed to do work under this Contract except competent and first-class workmen, and mechanics, meaning those who are duly skilled in their respective branches of labor and who shall be paid not less than such rates of wages and for such hours' work as shall be the established and current rates of wages paid for such hours by employers of

organized labor in doing similar work in the School District where the work is being done.

L. PRIME CONTRACTOR CERTIFICATION:

Apparent low bidders shall submit the Prime Contractor Certification form to the Architect within five (5) days upon request. This form is required to provide the Pennsylvania Department of Education with information requisite to this project's reimbursement calculations. Refer to the attached specimen of this form, Page G08, which can be found within the specifications.

M. PREVENTION OF ENVIRONMENTAL POLLUTION

Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for Bids and requests for proposals for construction projects issued by any governmental agencies shall set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, Bidder is directed to a Notice of said provisions prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). Owner will provide Bidder with a copy of the Notice upon request. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said Notice. Where any identified environmental statute, rule and/or regulation has been revised, amended, supplemented, repealed and/or supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation in the Notice shall not relieve Contractor of its obligation to comply with same.

N. E-VERIFY

The Contractor and its subcontractors (as such term is defined in the act) are required to comply with the Public Works Employment Verification Act, Act No. 127, July 5, 2012 (formerly Senate Bill 637) and regulations issued thereunder, as the same may be amended from time to time. Within ten (10) days of receipt of a Notice of Intent to Award, the successful Bidder shall submit to Owner the employment verification form required by the act acknowledging its responsibilities and its compliance with the act. Per the act, the employment verification form is to be obtained from the Secretary of the Pennsylvania Department of General Services. A copy is also included in the Bidding Documents. Per the act, the verification form shall include a certification that the information in the statement is true and correct and that the individual signing the statement understands that the submission of false or misleading information in connection with the verification shall subject the individual and the public works contractor or subcontractor, as the case may be, to sanctions provided by law; and the verification form shall be signed by a representative of the public works contractor or subcontractor, as applicable, who has sufficient knowledge and authority to make the representations and certifications contained in the statement. Per the act, Contractor's subcontractors (as defined in the act) shall provide, and Contractor shall cause its subcontractors to provide, their verification forms prior to commencing work on the project.

18. PROPOSAL MISTAKE CLAIMS

- A. Negligence by the Bidder in preparing his proposal confers no right of withdrawal or modification of his proposal after such proposal has been opened. No claims on account of mistakes or omissions of any proposal will be considered. Notwithstanding the above, a Bidder may withdraw his proposal within two (2) business days after the Bid opening time in accordance with the Public Contracts – Withdrawal of Bids Law, Act of January 23, 1974, P.L. 9, No. 4, 73 P.S. § 1601 et seq., as amended. A Bid which has been opened may be withdrawn only in accordance with the causes set forth in said Act and for no other reasons. Strict compliance with said Act is required to withdraw a Bid after opening.

19. IRREGULAR PROPOSALS

- A. Proposals indicating a qualification of the Bid, conditions or uninvited alternate Bids or which contain alteration of the form request for a proposal, or additions or deductions not called for shall be rejected. Bids containing minor irregularities or informalities, not relating to price, time, or changes affecting the quality of work, may be rejected at Owner's sole discretion. Owner reserves the right to waive any such informalities or irregularities.

20. FAILURE TO EXECUTE CONTRACT

- A. Failure of the Bidder to whom Notice of Intent to Award has been given to deliver appropriate Payment and Performance Bonds, Certificates of Insurance, Employment Verification Form, or execute the Agreement within the time specified, shall constitute a default by such Bidder and the Owner may, at its sole discretion, award the contract to the next lowest responsive and responsible Bidder or re-advertise for Bids, and the defaulting Bidder shall pay to the Owner the difference between the amounts of his Bid and any higher amount for which the Owner may contract for the required work, plus any advertising, consulting, legal or other expenses incurred by reason of the default. The Bid Security of such defaulting Bidder shall be applied on account of said damages, and if the amount of said damages exceeds the amount of the Bid Security, the defaulting Bidder shall pay to the Owner the full amount of the excess. The Owner may, in its sole discretion, extend the time period for submission of the above items, upon request of Bidder. Such request of Bidder, if accepted by Owner in writing, shall constitute a mutual agreement to extend the date for issuance of the Agreement to the date stipulated in such written agreement, or if no date is stipulated, until twenty (20) business days after the submission to the Owner of the properly executed Agreement and all required documents in proper form as required by the Contract Documents.

21. TAXES

- A. Contractor shall be responsible for and shall pay all applicable sales, use, excise or other taxes required by law on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the Work or portions thereof. The Bid shall be made in accordance with such laws and shall include all applicable taxes in the Bid amount.

Notwithstanding the foregoing, however, Owner is exempt (excluded) from sales and/or use tax in Pennsylvania on certain transactions. Contractor and all

subcontractors shall bid and shall purchase as exempt (excluded) from Pennsylvania sales and/or use tax all tangible personal property within the definition of 'building machinery and equipment' as that term is defined in Act No. 45-1998 (72 P.S. § 7201 et seq.). A copy of this portion of the Act is obtainable from Owner upon request. No charges shall be allowed for such exempt items. It shall be the Contractor's responsibility to determine those items for which an exemption will apply, and the Contractor shall obtain legal or other tax advice to determine how and to what extent an exemption from the taxes apply. In order to facilitate such purchase free of sales and/or use tax in Pennsylvania, and upon certification by Contractor that an item is, in fact, tax exempt, the Owner agrees to execute a tax exemption certificate prepared by Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue.

22. CRIMINAL BACKGROUND CHECKS

- A. Pursuant to § 1-111 of the Pennsylvania Public School Code of 1949, prior to commencing work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the school district site, pursuant to work contemplated in the Contract, a report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the State Police central repository contains no such information relating to that person. Such criminal history record information shall be no more than one (1) year old at the time of employment. Contractor shall produce the original documents for each prospective employee or independent contractor of such Contractor prior to employment. In addition, Contractor shall submit a report of federal criminal history record information pursuant to the Federal Bureau of Investigation appropriation of Title 2 of Public Law 92-544 and 24 P.S. § 1-111, as amended. The federal criminal history record shall be no more than one (1) year old at the time of employment. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing Owner with the above-referenced state and federal criminal history records for said prospective employee or independent contractor. Contractor shall comply with any amendments to the criminal history records law and regulations during the course of the Contract, at Contractor's sole cost and expense and Contractor shall not be entitled to any increase in the Contract Sum in connection with said compliance. See additional provisions in the Bidding Documents pertaining to criminal background checks and procedures.

23. CHILD ABUSE CLEARANCES

- A. Prior to commencing the work under the Contract, Contractor shall submit for any employee or independent contractor who would be working on the school district site, pursuant to any work contemplated in the Contract, an official clearance statement obtained from the Pennsylvania Department of Public Welfare, pursuant to Act 151 of December 16, 1994 (P.L. 1292), Subchapter C.2. of the Child Protective Services Act. The official clearance statement shall not be more than one (1) year old at the time of employment. Contractor shall not allow any prospective employee or independent contractor on the job site prior to providing Owner with the above-referenced clearance statement for prospective employees or independent contractors. Contractor shall comply with any amendments to the Child Protective Services Act during the course of the Contract, at Contractor's sole cost and expense and Contractor shall not be entitled to any increase in the Contract Sum in connection with said compliance.

24. USE OF OWNER'S FACILITIES

- A. Contractor, subcontractors and their agents and employees, shall not be permitted in existing facilities except in areas then currently being renovated, absent receiving prior approval from Owner or Owner's Representative. Contractor will comply with all Charter School regulations and policies while on Charter School property, as well as any special regulations adopted by the Owner relating to this Project. Contractor, subcontractors and their agents and employees shall not socialize with students or faculty.
- B. Inappropriate language, dress or conduct will not be tolerated on the construction site. Violations of the above shall be grounds for dismissal.
- C. The entire construction site is "smoke-free."

25. ALL APPLICABLE LAWS

- A. Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards. The failure to specifically reference or include said matters in the Contract Documents does not excuse Contractor from compliance with same.

END OF SECTION