

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

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

### § 6.3 Owner's Right to Clean Up

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

## ARTICLE 7 CHANGES IN THE WORK

### § 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents. Except as permitted in Section 7.3 of these General Conditions, a change in the Contract Sum or Contract Time shall be accomplished **only** by Change Order. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by the Contractor's performance of its Work, shall be the basis of any claim for an increase in the Contract Sum or Contract Time.

§ 7.1.1.1 Contractor shall provide pricing on Owner requested changes within seven (7) days from day of receipt of request from the Architect or Owner.

§ 7.1.1.2 When submitting its change proposal, the Contractor shall include and set forth in clear and precise detail breakdowns of labor and materials for all trades involved and the estimated impact on the construction schedule. The Contractor shall furnish adequate supporting documentation from which the breakdowns were prepared, together with supporting documentation, if requested, of any subcontractor.

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

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

### § 7.2 Change Orders

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

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

§ 7.2.2 With respect to any Change Order or Construction Change Directive, the Contractor shall provide a detailed breakdown of the labor and materials for all trades and the estimated impact on the Baseline Schedule or Schedule Update.

§ 7.2.3 The Contractor's agreement to any Change Order shall constitute a final settlement of all matters relating to the Change in the Work that is the subject of the Change Order, including, but not limited to, all direct and indirect costs associated with such Change in the Work and any and all adjustments to the Contract Sum, as well as any and all claims for an increase in the Contract Time and/or compensation therefore.

§ 7.2.4 The total combined overhead and profit to the Contractor and its Subcontractors included in the total cost to the Owner for Change Orders shall not exceed 15%. The Contractor and its Subcontractors shall agree to limit profit and overhead on changes in the work to a combined total of not more than 15%. No other costs will be added to the

calculation of the total cost. Costs for the purpose of this section 7.2 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .2 Costs of Materials, supplies and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental Costs of machinery and equipment exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance permit fees, and sales use or similar taxes related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change only when the change is out of sequence or requiring that additional time be added to the project.

**§ 7.2.5** Any additional bond costs shall be included in overhead and profit.

### **§ 7.3 Construction Change Directives**

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

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

**§ 7.3.3** If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.
- .5 Notwithstanding the foregoing, the Owner shall have the right to direct that the adjustment to the Contract Sum for any Construction Change Directive be calculated on a time and materials basis with a mark-up for a total of 15% overhead and profit. Additional costs of supervision and field office personnel directly attributable to the change only when the change is out of sequence or requiring that additional time be added to the project.

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

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

*(Paragraph deleted)*

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

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

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

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

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

#### **§ 7.4 Minor Changes in the Work**

The Architect has the authority to order minor changes in the Work, issue additional drawings or instructions indicating in greater detail the construction that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing with copy to the Owner and signed by the Architect and shall be binding on the Owner and Contractor. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

### **ARTICLE 8 TIME**

#### **§ 8.1 Definitions**

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

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

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

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

#### **§ 8.2 Progress and Completion**

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

**§ 8.2.2** The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence the Work on the site or elsewhere prior to the effective date of insurance required by Article 11 to be

furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

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

### **§ 8.3 Delays and Extensions of Time**

**§ 8.3.1** If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) changes ordered in the Work; (3) fire, unavoidable casualties and which the Contractor could not reasonably have anticipated and ameliorated the impact thereof, or (4) other causes which the Owner determines may justify delay, then the Contract Time shall be extended by Change Order to the extent such delay will prevent the Contractor from achieving Substantial Completion within the Contract Time; provided, however, that the Contractor shall not be entitled to an extension of the Contract Time if the Contractor is delayed in the commencement or progress of the Work by any other cause for which the Contractor is not entitled to an extension of the Contract Time under the Contract Documents. The Contractor further agrees that no adjustments in the Contract Time will be permitted for a delay to the extent that such delay: (1) is caused by the Contractor, a Subcontractor, a Sub-subcontractor, a supplier, or any other person or entity providing services, materials, or equipment to any of them; (2) could have been limited or avoided by the Contractor's timely acts and/or notice to the Owner and the Architect of the delay; or (3) is of a duration less than one day.

**§ 8.3.2** The Contractor recognizes that delays, acceleration, hindrances or loss of productivity may occur. No claims for increased cost, charges, expenses or damages of any kind, including but not limited to consequential damages, lost opportunity costs, lost profits, impact damages, or other similar remuneration, shall be made by the Contractor against the Owner, the Architect or their agents for any delays, acceleration, hindrances, loss of productivity, or similar claims (collectively "Delays") from any cause whatsoever, including, but not limited to, the actions or inactions of other contractors working for the Owner, strikes, walkouts, extended overhead, winter protection or work stoppages during the progress of any portion of the Work whether or not such Delays are foreseeable. An extension in the Contract Time, to the extent granted under paragraph 8.3.1, shall be the Contractor's sole remedy for any Delays. In the event any Contractor causes delay, acceleration, hindrance, loss of productivity or similar damages to another Contractor, the aggrieved Contractor may pursue recovery of money damages against the responsible Contractor pursuant to Article 15. Each Contractor acknowledges it may be subject to third-party beneficiary claims proceedings and dispute resolution proceedings brought by other Contractors as stated above, and expressly waives any privity of contract defense with regard to such proceedings.

**§ 8.3.3** Claims relating to time shall be made in accordance with applicable provisions of Article 7 and 15 of these General Conditions, and the procedures set forth below.

**§ 8.3.3.1** No claim for delay shall be allowed on account of failure of the Architect to furnish instructions or Drawings or to return Shop Drawings or samples until two (2) weeks after receipt by the Architect by registered or certified mail of written demand for such instructions, Drawings or samples.

**§ 8.3.4** The Contractor's right to any time extension is contingent on the Contractor strictly complying with all of the procedures regarding Claims set forth in these General Conditions.

**§ 8.3.5** If the Contractor believes that it is entitled to an extension of the Contract Time, the Contractor shall submit to the Architect and Owner a written time impact analysis demonstrating the effect of a Change in the Work or a delay on the Contract Time.

**§ 8.3.6** Any delay attributable to lack of coordination and cooperation by and between the separate Contractors among themselves or their Subcontractors shall not be a basis for any claim for increase in the Contract Time.

**§ 8.3.7** With regard to weather delays, only weather abnormal for the season in question, and adversely impacting scheduled work, shall justify a schedule extension.

### **§ 8.4 Completion and Liquidated Damages**



**§ 8.4.1** The Contractor shall substantially complete all of the Work included in the Contract as defined in Subparagraph 8.1.3 of the General Conditions within the time stated in the Contract Documents, subject to extensions of Contract Time as provided in Paragraph 8.3 of the General Conditions. This shall also apply to any designated phases of the Project for which there is a separate Substantial Completion deadline.

**§ 8.4.2** It is hereby understood and mutually agreed by and between the Contractor and the Owner that the date of commencement, rate of progress and the time of completion of the Work are essential conditions of this contract, and it is further understood and agreed that the Work covered under this contract shall be started on the date specified in the Owner's notice to proceed.

**§ 8.4.3** The Contractor agrees that said work shall be prosecuted regularly, diligently and uninterrupted at such rate of progress as will ensure full completion thereof within the time specified. It is expressly understood and agreed, by and between the Contractor and Owner, that the time for the completion of Work described herein is a reasonable time for the completion of the same, taking into consideration the average climate range and weather conditions prevailing in its locality.

**§ 8.4.4** If the Contractor shall neglect, fail or refuse to achieve substantial completion of the Work (or phases thereof), within the time herein specified, or any proper extension therefore granted by the Owner, then the Contractor does hereby agree, to pay to the Owner the amount \$1,500.00, not as a penalty, but as liquidated damages for such breach of contract as hereinafter set forth, for each and every calendar day that the Contractor shall not achieve Substantial Completion as stipulated in the Contract Documents.

**§ 8.4.5** The Contractor further agrees to pay the Owner liquidated damages in the amount of \$250 for each calendar day it takes to achieve Final Completion beyond 30 calendar days after the date of Substantial Completion.

**§ 8.4.6** The Contractor agrees that the daily amounts of liquidated damages provided in the Contract Documents are reasonable and shall not be considered a penalty, and further agrees not to challenge the lawfulness or appropriateness of such daily amounts.

**§ 8.4.7** Should the Contractor file any claim or litigation challenging an assessment of liquidated damages, including the daily amount or total amount of liquidated damages assessed, and does not prevail completely in such challenge, the Contractor shall be liable to the Owner for all costs incurred by the Owner in defending against such challenge, including all fees of attorneys, architects and other consultants, and all time incurred by the Owner's employees based upon their burdened hourly compensation rates.

## **ARTICLE 9 PAYMENTS AND COMPLETION**

### **§ 9.1 Contract Sum**

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

*(Paragraph deleted)*

### **§ 9.2 Schedule of Values**

The Contractor shall submit a schedule of values to the Architect prior to the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Architect may require. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. The schedule of values shall be prepared in such a manner that each major item of Work and each subcontracted item of Work is shown as a line item on AIA Document G703, Application and Certificate for Payment, Continuation Sheet. Each major item of work shall be further broken down into separate line items for labor, materials, phase, building wing, floor level, or other as the Architect may require. Any item on the schedule of values which fails to include sufficient detail, is unbalanced, or exhibits "front-end-loading" of the value of the Work shall be rejected. If any item on the schedule of values has been initially approved and subsequently used, but later is found improper or undervalued/understated for any reason, sufficient funds shall be withheld from future payments to ensure an adequate reserve to complete the Work. The Contractor shall promptly remedy any deficiencies in its schedule of values.

### **§ 9.3 Applications for Payment**

**§ 9.3.1** At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment in the form of AIA Documents G702 and G703 prepared in accordance with the schedule of values for completed portions of the Work. The application shall be notarized, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

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

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

**§ 9.3.1.3** Prior to submitting its first Application for Payment, the Contractor must:

- .1 provide the Owner with a list of the names and addresses of all Subcontractors or other parties with whom the Contractor has entered into contracts for performance of the Work;
- .2 provide the Owner with a copy of all contracts with subcontractors or other parties that the Contractor has entered into for performance of the Work;
- .3 provide the Owner with copies of all governmental permits or approvals required for the Contractor to perform its Work on the Project; and
- .4 provide the Owner with the Baseline Schedule.
- .5 provide on-site contractor clearances to Owner.

**§ 9.3.1.4** Each of the Contractor's Applications for Payment must be accompanied by the following:

- .1 a copy of the monthly Schedule Update submitted in conjunction with the Contractor's Application for Payment;
- .2 a fully executed copy of any Change Order applicable to Work or materials for which the Contractor seeks payment in its Application for Payment;
- .3 any invoices, purchase orders, or other statements evidencing the amount sought by the Contractor in its Application for Payment for Time and Materials Work;
- .4 a list showing any changes or additions to the list provided pursuant to Section 9.3.1.3.1 of Subcontractors or other parties with whom the Contractor has entered into contracts for the performance of the Work;
- .5 copies of any contracts with Subcontractors or other parties that the Contractor has entered into for performance of the Work not previously provided pursuant to Section 9.3.1.3.2;
- .6 original, notarized, partial release of liens and claims on a form acceptable to and approved by the Owner for the Contractor and all Subcontractors, Sub-subcontractors, material suppliers, or other entities to be paid out of any funds received in response to the Application for Payment;
- .7 original, notarized, partial release of liens and claims on a form acceptable to and approved by the Owner for the Contractor and all Subcontractors, Sub-subcontractors, material suppliers, or other

entities who received funds paid by the Owner pursuant to the Contractor's prior monthly Application for Payment;

- .8 with respect to vendors or suppliers for which the Owner's Lender, if any, does not require the partial release of liens and claims specified in Sections 9.3.1.4.6 and 9.3.1.4.7, the Contractor shall provide evidence reasonably satisfactory to the Owner's Lender (including, without limitation, cancelled checks and banking statements) that the vendor or supplier has been paid; and
- .9 copies of all third-party inspection, testing, and other reports obtained by the Contractor during the period covered by the Application for Payment.
- .10 a summary of all potential claims, if any, that the Contractor believes it has for an increase in the Contract Sum or the Contract Time. The Contractor's provision of such summary in connection with an Application for Payment shall **not** relieve the Contractor of its obligation to comply with all of the other requirements set forth in the Contract Documents regarding Claims by the Contractor for an increase in the Contract Price or the Contract Time.
- .11 copy of certified payrolls for all contractors and subcontractors who have performed work on the project site and for which labor is billed.

**§ 9.3.1.5** The Owner shall retain ten percent (10%) of all amounts due the Contractor until the Work is fifty percent (50%) completed. Once the Work is fifty percent (50%) completed, one-half of the amount retained by the Owner shall be returned to the Contractor and retainage shall thereafter be five percent (5%) if all of the following apply: the Contractor make such a request accompanied by written consent of surety to such reduction in retainage; the Architect approves such reduction in retainage; the Contractor is making satisfactory progress of the Work; and there is no specific cause for withholding greater retainage. In addition, when requesting a reduction in retainage, Contractor must sign and submit the Retainage Reduction Affirmation form included at Specification Section 012900 (Payment Procedures).

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

- .1 The aggregate cost of materials stored off site shall not exceed \$300,000.00 at any time without written approval of the Owner.
- .2 Title to such materials shall be vested in the Owner, as evidenced by documentation satisfactory in form and substance to the Owner and Lender, including, without limitation, recorded financing statements, UCC filings, and UCC searches.
- .3 With each Application for Payment, the Contractor shall submit to the Owner and the Architect a list identifying each location where materials are stored off the Project site and the value of the materials at each location. The Contractor shall procure insurance satisfactory to the Owner for materials stored off the Project site in an amount not less than the total replacement value of the materials.
- .4 The consent of any surety shall be obtained to the extent required prior to payment for any material stored off the Project site.
- .5 Representatives of the Owner shall have the right to make inspections of the storage areas at any time.
- .6 Such materials shall be (i) protected from destruction, theft, and damage to the satisfaction of the Owner and the Lender, if any, (ii) specifically marked for as for use on the Project, and (iii) segregated from other materials at the storage facility.

- .7 Provide any other documentation reasonably requested by the Owner's Lenders, if any, regarding materials or equipment stored off site.

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

#### **§ 9.4 Certificates for Payment**

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

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

**§ 9.4.3** The Contractor is to submit Application for Payment in such time as to meet the review and approval schedules of the Owner. Applications that are submitted late and do not meet the approval schedule will be processed the following month. Owner approval is required for all payment applications.

**§ 9.4.4** The Owner is not bound by any Certificate for Payment issued by the Architect Notwithstanding any such Certificate, the Owner can make less than the payment certified (even zero) as necessary to protect the Owner for the same reasons set forth in § 9.5.1.

#### **§ 9.5 Decisions to Withhold Certification**

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

- .1 defective Work not remedied;
- .2 third party claims filed or evidence indicating probable filing of such claims, unless additional security acceptable to the Owner is provided by the Contractor;

- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 failure to carry out the Work in accordance with the Contract Documents.
- .8 failure to comply with governmental laws, ordinances, rules and regulations;
- .9 incomplete or inaccurate application for payment;
- .10 failure to submit construction progress schedule updates as required by the Contract Documents; or
- .11 unsatisfactory progress toward timely completion of the Work.

*(Paragraph deleted)*

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

**§ 9.5.4** If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or material or equipment supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment. The Owner has no obligation to make any payments to any Subcontractor or material or equipment supplier, and no Subcontractor or material or equipment supplier shall have any third-party beneficiary or other rights against Owner.

## **§ 9.6 Progress Payments**

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

**§ 9.6.2** The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner. Notwithstanding anything in this Section 9.6.2 to the contrary, should the Contractor's financial condition prevent it from making payment to any Subcontractor, the Owner may elect, in the Owner's sole discretion, to make any payment that the Contractor requests be made to a Subcontractor payable to such Subcontractor. In no event shall any such payment be construed to create any (i) contract between the Owner and any Subcontractor, (ii) obligations from the Owner to such Subcontractor, or (iii) rights in such Subcontractor against the Owner. To the extent that the Contractor withholds any portion of a payment to a Subcontractor, the Contractor must promptly provide a written explanation to the Owner.

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

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

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

**§ 9.6.6** A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

*(Paragraph deleted)*

**§ 9.6.8** The Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier.

### **§ 9.7 Failure of Payment**

If the Owner does not pay Contractor within thirty (30) days after the date established in the Contract Documents the amount certified by the Architect and approved by the Owner, then the Contractor may, upon seven (7) additional days written notice to the Owner and the Architect, stop the Work until payment of the amount owed has been received. The Contract Time shall be extended appropriately.

**§ 9.7.1** If the Owner is entitled to reimbursement or payment from the Contractor pursuant to the Contract Documents, such payment shall be made within seven days upon demand by the Owner. Notwithstanding anything contained in the Contract Documents to the contrary, if the Contractor fails to pay any amounts due to the Owner within seven days of such notice, or if the Owner incurs any costs and expenses to cure any default of the Contractor or to correct Work that was not performed in accordance with the Contract Documents, the Owner shall have the right to offset such amount against the Contract Sum and may, in the Owner's sole discretion, elect either to (i) deduct such amount from any payment due the Contractor, or (ii) issue a written notice to the Contractor reducing the Contract Sum by such amount.

### **§ 9.8 Substantial Completion**

**§ 9.8.1** Substantial Completion is the stage in the progress of the Work when the Work (or designated portion thereof approved by the Owner) is sufficiently complete such that only minor items remain to be completed or corrected in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use, and all requirements of the Contract Documents for Substantial Completion, including the following conditions, have been fulfilled:

- a. the Contractor has delivered an accurate and complete set of as-built drawings, record specifications, record product data, record samples and maintenance manuals, of the Project to the Architect;
- b. the Contractor has delivered all written warranties and related documents required by the Contract Documents;
- c. the Contractor has obtained approval from all agencies having jurisdiction over the Work, or any designated portion of the Work, and obtains appropriate Certificates of Occupancy for the Work, or designated portion of the Work.
- d. the cost to complete all Punch List items, as reasonably determined by the Architect and/or Owner, is one-half percent (1/2%) or less of the Contract Sum.

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

**§ 9.8.3** Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion, and shall reimburse the Owner for the Architect's fee associated with such subsequent inspections. In addition, the Architect shall add to the Contractor's punch list any additional items that must be completed or repaired, and shall identify its anticipated cost to complete or correct each item on the list if the Architect disagrees with the anticipated cost identified by the Contractor.

**§ 9.8.4** When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion for the Work or designated portion thereof, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate, which time shall be no longer than 30 days. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

**§ 9.8.5** The Certificate of Substantial Completion shall be submitted to the Owner for approval, and to the Owner and the Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance by the Owner of the date established in Certificate of Substantial Completion for the entirety of the Work, the Owner, shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted based on 150% of the Architect's anticipated cost for Work that is incomplete or not in accordance with the requirements of the Contract Documents, unless additional amounts are retained as deemed appropriate in the Owner's discretion to protect its interests. In addition, when requesting a reduction in retainage, Contractor must sign and submit the Retainage Reduction Affirmation form included at Specification Section 012900 (Payment Procedures).

**§ 9.8.6** If, after the Architect issues the Certificate of Substantial Completion, subsequent information discloses that Substantial Completion has not been achieved, the Architect will revoke the Certificate of Substantial Completion. If the Certificate of Substantial Completion is revoked, liquidated damages as set forth in the Contract Documents will be assessed from the date that Substantial Completion was to have been achieved under the Contract Documents until the date the Architect determines that Substantial Completion has been achieved as though the revoked Certificate of Substantial Completion had never been issued.

**§ 9.8.7** If the Contractor fails to complete a comprehensive punch list of items to be completed or corrected as stipulated in subparagraph 9.8.2, the Architect or any of its consultants or representatives may prepare such punch list and the Contractor will be responsible for professional fees and services of the Architect incurred in this regard. The Owner will back charge the Contractor for such additional costs and deduct same from retainage or application for payment.

## **§ 9.9 Partial Occupancy or Use**

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

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

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

## **§ 9.10 Final Completion and Final Payment**

**§ 9.10.1** Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due

and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

**§ 9.10.1.1** Within thirty (30) days following receipt of Contractor's request for final inspection and final application for payment, the Architect shall make final inspection and respond to the application. If more than one inspection for final completion is required, the Contractor will be billed for professional fees and services of the Architect relating to subsequent inspections.

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

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

**§ 9.10.4** The making of final payment shall not constitute a waiver of Claims by the  
(Paragraphs deleted)  
Owner.

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

## **ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY**

### **§ 10.1 Safety Precautions and Programs**

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

### **§ 10.2 Safety of Persons and Property**

**§ 10.2.1** The Contractor shall take all measures, precautions, and programs, including special precautions due to hazardous or otherwise dangerous parts of the work, for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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



**§ 10.2.2** The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss, and shall indemnify the Owner for any losses, expenses, damages or penalties suffered or incurred by the Owner as a result of the Contractor's failure to comply with or give notices required by such laws, statutes, ordinances, codes, rules and regulations, and lawful orders.

**§ 10.2.3** The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards. The Contractor shall also be responsible, at the Contractor's cost and expense, for all measures necessary to protect any property adjacent to the Project and improvements therein. Any damage to such property or improvements shall be promptly repaired by the Contractor at the Contractor's cost and expense.

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

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

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

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

**§ 10.2.8 Injury or Damage to Person or Property**

Contractor understands that the safety of the Owner's students, employees and guests is of utmost importance. The Contractor will take no action which would jeopardize the safety of same and, without the Owner's written approval, shall take no action which would interfere with the Owner's activities. Additionally, the Contractor understands the importance of keeping dirt, dust and fumes away from areas not under construction and shall make sure that its Work is properly separated from that of areas not under construction via a vis wood, plastic, insulation barriers, etc. as necessary.

**§ 10.2.9** When all or a portion of the Work is suspended for any reason, the Contractor shall secure the Project site or portion thereof as reasonably required to protect the Work, persons, and property from injury.

**§ 10.2.10** The Contractor shall promptly report in writing to the Owner and the Architect all accidents arising out of or sustained in connection with the Work that cause death, personal injury, or property damage, giving full details and providing sworn statements from any witnesses. In addition, if an accident causes death, serious personal injury, or serious property damage, the Contractor shall immediately report the accident to the Owner and the Architect.

**§ 10.2.11** The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services, and shall comply with all reasonable recommendations of the fire insurance company carrying insurance on the work or by the local fire chief or fire marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.

**§ 10.2.12** The Contractor shall at all times protect excavations, trenches, buildings and materials from rain water, ground

water, back-up or leakage of sewers, drains or other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to comply with the provisions of this Section.

**§ 10.2.13** The Contractor shall remove snow or ice which might cause in damage, injury or delay.

**§ 10.2.14** During the progress of the work and at all times prior to the date of Substantial Completion or occupancy of the work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to prevent damage to completed work or work in progress, or to materials stored on the premises.

**§ 10.2.15** The Contractor shall take all precautions necessary to prevent loss or damage caused by vandalism, theft, burglary, pilferage, or unexplained disappearance of property of the Owner, whether or not forming part of the Work, located within those areas of the Project to which the Contractor has access. The Contractor shall have full responsibility for the security of such property of the Owner located in such areas and shall reimburse the Owner for any such loss, damage or injury, except such as may be directly caused by agents or employees of the Owner.

### **§ 10.3 Hazardous Materials and Substances**

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

**§ 10.3.2** Upon receipt of the Contractor's written notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately. The term "rendered harmless" shall be interpreted to mean that levels of any Hazardous Material are less than the applicable exposure standard set forth in the OSHA regulations.

*(Paragraph deleted)*

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

**§ 10.3.5** The Contractor shall indemnify the Owner for all cost and expense the Owner incurs including but not limited to attorneys' fees (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1.

*(Paragraph deleted)*

### **§ 10.4 Emergencies**

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

## **ARTICLE 11 INSURANCE AND BONDS**

### **§ 11.1 Contractor's Insurance and Bonds**

**§ 11.1.1** The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or

insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's policies.

#### § 11.1.1.1 Contractor's, Subcontractors', and Sub-Subcontractors' Liability Insurance

- .1 **Commercial General Liability Insurance.** Commercial general liability insurance, written on an Insurance Services Office occurrence policy form (1986 or more recent edition), covering bodily injury (including death), property damage, personal injury, and advertising injury arising out of or relating directly or indirectly to the possession, use, leasing, operation, construction, maintenance or condition of the Project, including, without limitation, premises/operations coverage, broad form property damage coverage, products/completed operations coverage and contractual liability coverage, with primary limits of liability not less than One Million Dollars (\$1,000,000) bodily injury (including death) and property damage per occurrence limit, One Million Dollars (\$1,000,000) personal injury and advertising injury limit, Two Million Dollars (\$2,000,000) general aggregate limit (provided on a per location basis for the Project by endorsement reasonably satisfactory to the Owner's Lender), and Two Million Dollars (\$2,000,000) products/completed operations aggregate limit.
- .2 **Automobile Liability Insurance.** Automobile liability insurance covering bodily injury (including death) and property damage with primary limits of liability not less than One Million Dollars (\$1,000,000) combined single limits.
- .3 **Umbrella or Excess Liability Insurance.** Umbrella and/or excess liability policies with total limits of not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, or limits carried, whichever are greater. The Contractor's umbrella or excess liability policies must be excess above the commercial general liability, automobile liability, and employer's liability policies. Umbrella or excess liability policies must be at least as broad in coverage as the primary policy.
- .4 The Contractor shall maintain the commercial general liability and umbrella or excess insurance coverages required under this Section 11.1.1 in place until Final Completion of the Project. Thereafter, Contractor will maintain such insurance on an annual basis for a period of not less than three (3) years; alternatively, Contractor shall procure and maintain primary, umbrella, and/or excess policies providing extended products/completed operations policy periods for a period of not less than three (3) years.
- .5 The Liability Policies shall not contain any exclusions or restrictions for residential development or construction, or for development or construction of condominiums, townhomes, attached dwellings or multi-family or multi-unit housing.
- .6 The Liability Policies shall not contain any exclusions or restrictions for blasting or explosion, collapse or underground (XCU) hazards.
- .7 The Liability Policies shall provide for a blanket waiver of subrogation where required by written contract.
- .8 The Liability Policies must be issued by insurance companies qualified to do business in the Commonwealth of Pennsylvania and having an A.M. Best's rating of at least A minus, and be otherwise acceptable to the Owner's Lender.
- .9 If the Contractor fails to procure or maintain any of the insurance coverages required by this Section 11.1.1.1, the Owner may obtain the required coverage or coverages, deduct the cost of obtaining the required coverage or coverages from the Contract Sum, and the deduct such cost from the amount to be paid to the Contractor according to the Architect's most recent Certificate for Payment.
- .10 The Contractor shall contractually require all Subcontractors and Sub-subcontractors to procure and maintain commercial general liability, automobile liability, and umbrella or excess liability policies that comply with all of the requirements in this Section 11.1.1.1 for the Liability Policies (the

"Subcontractors' Liability Policies"), except that the Subcontractors' Liability Policies shall have the following limits:

- .a Commercial General Liability.** Commercial general liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) per occurrence and One Million Dollars (\$1,000,000) general aggregate, and products/completed operations aggregate limits with a deductible or self-insured retention amount not greater than Fifteen Thousand Dollars (\$15,000) per occurrence.
- .b Automobile Liability.** Automobile liability insurance with primary limits of liability not less than Two Million Dollars (\$2,000,000) combined single limits.
- .c Umbrella or Excess Liability Insurance.** Umbrella and/or excess liability policies with total limits of not less than Five Million Dollars (\$5,000,000) per occurrence and in the aggregate, or limits carried, whichever are greater.

#### **§ 11.1.1.2 Contractor's, Subcontractors', and Sub-Subcontractors' Workers' Compensation and Employers' Liability Insurance**

Contractor shall procure and maintain, and shall contractually require all Subcontractors and Sub-subcontractors to procure and maintain, workers' compensation insurance (statutory limits) and employer's liability insurance with limits of not less than Five Hundred Thousand Dollars (\$500,000) bodily injury (including death) by accident (each accident), Five Hundred Thousand Dollars (\$500,000) bodily injury (including death) by disease (policy limit), and Five Hundred Thousand Dollars (\$500,000) bodily injury (including death) by disease (each employee).

#### **§ 11.1.1.3 Certificates, Endorsements, and Other Policy Requirements or Conditions**

- .1** The Contractor shall deliver to the Owner the original of all certificates and endorsements required by Sections 11.1.1.1 and 11.1.1.2 within 7 days of the Notice of Intent to award the bid, or with respect to certificates and endorsements required from Subcontractors or Sub-subcontractors, at least seven days prior to the date the Subcontractor or Sub-subcontractor commences Work on the Project, unless the Owner agrees otherwise in writing.
- .2** Contractor shall deliver renewal or replacement policies, certificates, or endorsements for itself and any Subcontractor or Sub-subcontractor not less than thirty (30) days prior to the expiration of existing coverages. Contractor shall provide Owner with certified copies of any policies required by Sections 11.1.1.1 or 11.1.1.2 upon Owner's written request.
- .3** All insurance policies required by Sections 11.1.1.1 and 11.1.1.2 shall provide that the coverages afforded thereby shall not be non-renewed, terminated, cancelled, materially reduced or materially modified without at least thirty (30) days' prior written notice to the Owner and the Owner's Lender, if any, except that cancellation for nonpayment requires 10 day notice.
- .4** All insurance policies required by Sections 11.1.1.1 and 11.1.1.2 shall provide that the coverage provided by the policies is primary, and that any other insurance available to the Owner or the Owner's Lender, if any, is secondary, excess, and non-contributing.
- .5** All insurance policies required by Sections 11.1.1.1 and 11.1.1.2 shall provide for the severability of interests (separation of insureds) such the Owner's or the Owner's Lender's rights under the policies are separate from and independent of the rights of the Contractor, Subcontractor, or Sub-subcontractor.
- .6** All insurance policies required by Sections 11.1.1.1 and 11.1.1.2 shall contain no insured versus insured exclusions.
- .7** Neither the Contractor, Subcontractors, or Sub-subcontractors shall procure or maintain separate or additional insurance concurrent in form or contributing in the event of loss with that required to be procured and maintained hereunder without the prior written consent of the Owner, which consent shall

not be unreasonably withheld, provided that any such policies satisfy all of the requirements of Section 11.1.

- .8 Notwithstanding any receipt, review, approval or consent to any insurance policies or coverages procured and maintained pursuant to Sections 11.1.1.1 or 11.1.1.2, Owner shall incur no liability as a result of the insolvency of any insurer, the failure of any insurer to perform, deductibles, inadequacy of limits of any policy, limitations, or exclusions from coverage, or the failure of any insurer to pay any claim, even where the Owner has procured and maintained any insurance policies or coverages required by Sections 11.1.1.1 or 11.1.1.2 after the failure of the Contractor, a Subcontractor, or a sub-subcontractor to do so. The Contractor expressly acknowledges and agrees that the Owner's review, approval, and/or consent to any insurance policies or coverages procured and maintained pursuant to Sections 11.1.1.1 or 11.1.1.2 shall be solely for the Owner's benefit, and such review, approval, and/or consent shall not constitute an express or implied warranty or representation that such insurance coverages are sufficient to adequately protect Contractor's interests, or are sufficient for any purpose other than compliance with the terms of the Contract. Contractor retains the sole responsibility for determining whether the insurance policies or coverages required by the Contract are sufficient to adequately protect Contractor's interests and, to the extent such coverages are insufficient, for obtaining, subject to the terms of the Contract, sufficient insurance coverage.
- .9 The insurance policies or coverages required by Sections 11.1.1.1 or 11.1.1.2 are independent of the Contractor's indemnification obligations and other obligations to the Owner under the Contract, and shall not be construed or interpreted to restrict, limit, or modify the Contractor's, or any Subcontractor's or Sub-subcontractor's, indemnification obligations or other obligations to the Owner under the Contract.
- .10 If the Contractor fails to comply with the requirements of this Section 11.1, Owner shall have the right, but not the obligation, to (i) demand, receive, and enforce the Contractor's rights with respect to any or all insurance coverage required by this section 11.1 and any insurance proceeds thereof, including, without limitation, to collect any or all insurance proceeds, (ii) to assign any or all insurance coverage required by this Section 11.1 and/or the proceeds thereof as Owner may from time to time deem necessary in its sole discretion, and (iii) take such action as Owner may from time to time deem necessary in its sole discretion to cure any failure by Contractor to comply with the requirements of Section 11.1 to protect the rights of the Contractor or the rights of the Owner as the assignee of Contractor with respect to any or all insurance coverage and any insurance proceeds thereof.

#### **§ 11.1.1.4. Waiver of Recovery Against Owner**

Notwithstanding anything to the contrary in the Contract Documents, Contractor waives any and all right of action or recovery against the Owner for any loss, liability, claim, expense, injury, or damage sustained in connection with the Project to the extent that such loss, liability, claim, expense, injury or damage is insured against or required to be insured against under the Contract Documents. Contractor shall also contractually require all Subcontractors and Sub-subcontractors to waive any and all rights of action or recovery against the Owner for any loss, liability, claim, expense, injury, or damage sustained in connection with the Project to the extent that such loss, liability, claim, expense, injury, or damage is insured against or required to be insured against under the Contract Documents.

*(Paragraphs deleted)*

#### **§ 11.2 Owner's Insurance**

*(Paragraph deleted)*

**§ 11.2.2 Property Insurance** Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

*(Paragraph deleted)*

**§ 11.2.2.1** Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any applicable legal requirements, and shall cover reasonable compensation for Architect's and Contractor's services and expenses required as a result of such insured loss.

**§ 11.2.2.2** If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles unless the cause of any loss payment under such insurance is, in whole or in part, the fault or negligence of the Contractor, a Subcontractor, or a Sub-subcontractor, in which case the Contractor shall pay such deductible.

**§ 11.2.2.3** This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

**§ 11.2.2.4** Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

**§ 11.2.4** If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner may, in its discretion, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

### **§ 11.3 Waivers of Subrogation**

**§ 11.3.1** The Contractor waives all rights against (1) the Owner and its agents and employees, and (2) the Architect, Architect's consultants, separate contractors described in Article 6, if any, and any of their subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other causes of loss to the extent insurance proceeds are actually received under the property insurance obtained pursuant to this Section 11.3 or other property insurance applicable to the Work.

**§ 11.3.2** A loss insured under the Owner's property insurance shall be adjusted by the Owner and made payable to the Owner for the insureds, as their interests may appear. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate written agreements, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

*(Paragraphs deleted)*

**§ 11.4** The Owner shall have power to adjust and settle a loss with insurers. Any dispute over such settlement shall be addressed as a Claim under Article 15 herein.

### **§ 11.5 Performance Bond and Payment Bond**

**§ 11.5.1** The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Such bonds shall be in the form specifically required in the Contract Documents.

- .1 All bonds provided pursuant to this Section 11.4.1 shall be issued by surety companies licensed to sell bonds in Pennsylvania and with a Financial Strength Rating of at least A- and a financial size categories of at least VII by A.M. Best.
- 2 All bonds furnished pursuant to this Section 11.4.1 shall be issued for a penal sum equal to the total contract price (including increases in the contract price after execution of the contract or subcontract) for the contract or subcontract to which the bonds apply.
- .3 The Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety or sureties to affix thereto a certified and current copy of his power of attorney, indicating the monetary limit of such power.
- .4 Every bond furnished pursuant to this Section 11.4.1 must display the surety's bond number.
- .5 The Owner may communicate with the Surety at any time.

§ 11.5.2 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall permit a copy to be made. The Owner may also provide a copy upon request.

## **ARTICLE 12 UNCOVERING AND CORRECTION OF WORK**

### **§ 12.1 Uncovering of Work**

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

§ 11.5.3 The Contractor shall keep the surety informed of the progress of the Work, and obtain the surety's consent to, or waiver of any item required by the surety. The Owner may, in its sole discretion, communicate with the Surety concerning the Work and the Project.

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

### **§ 12.2 Correction of Work**

#### **§ 12.2.1 Before Substantial Completion**

The Contractor shall, within seven (7) days of receipt of notice from the Architect or Owner, correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, and any cost, loss or damages to the Owner (including any attorney's fees or consultant's fees) shall be at the Contractor's expense.

#### **§ 12.2.2 After Substantial Completion**

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if at any time after Substantial Completion any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it within seven (7) days after receipt of notice from the Owner or Architect to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5 or take other action permitted by the Contract Documents, including Sections 3.18.1 and 14.2 of the General Conditions.

*(Paragraphs deleted)*

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

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

*(Paragraph deleted)*

### § 12.3 Acceptance of Nonconforming Work

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

## ARTICLE 13 MISCELLANEOUS PROVISIONS

### § 13.1 Governing Law

The interpretation of the Contract shall be governed by the laws of the Commonwealth of Pennsylvania. Further, any and all disputes arising out of or relating to the Contract shall be resolved pursuant to the laws of the Commonwealth of Pennsylvania, without regard to its conflicts of law principles or the conflicts of law principles of any other jurisdiction.

### § 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. The Contractor shall not assign the Contract as a whole or in part without written consent of the Owner, and any assignment without such consent, shall be void *ab initio*. The Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

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

### § 13.3 Written Notice

All notices provided under or pursuant to the Contract Documents shall be in writing and shall be hand delivered, sent by overnight courier service, or sent by facsimile or email to the respective representatives of the Owner, the Contractor, and the Architect. All notices shall be deemed to have been given on the date received. Written notice to the Contractor may be in the form of a letter, minutes of meetings, memos, field directives, email, facsimile or other writing.

*(Paragraphs deleted)*

### § 13.4 Rights and Remedies

§ 13.4.1 Unless expressly provided in the Contract Documents, duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law or in equity.

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

§ 13.4.3 No provision contained in the Contract Documents shall create or give to third-parties any claim or right of action under the Contract Documents against the Owner, the Architect or the Contractor except as specifically provided herein.

*(Paragraphs deleted)*

### § 13.5 Tests and Inspections

§ 13.5.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and



approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect and the Owner timely notice of when and where tests and inspections are to be made so that the Architect and the Owner, if it desires, may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after the parties execute the Agreement, except for tests, inspections, or approvals required because of an act or omission of the Contractor, a Subcontractor, or a Sub-subcontractor.

**§ 13.5.1.1** The Owner shall provide the following testing services during construction:

- a. Soils compaction and suitability.
- b. Concrete.
- c. On-site steel inspections and testing.

**§ 13.5.2** If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval that was not required by the Contract Documents or by laws, statutes, ordinances, codes rule and regulations or lawful orders of public authorities at the time the Contractor executed its Agreement with the Owner, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect and the Owner of when and where tests and inspections are to be made so that the Architect and the Owner, if it desires, may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense, except for tests, inspections, or approvals required because of an act or omission of the Contractor, a Subcontractor, or a Sub-subcontractor.

**§ 13.5.3** If procedures for testing, inspection, or approval under Sections 13.5.1 and 13.5.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

**§ 13.5.7** When Work has been installed contrary to any contract requirements and the Contractor is permitted by the Owner to test prior to correction of Work, such testing shall be done at the Contractor's expense.

## **§ 13.7 TIME LIMITS ON CLAIMS**

The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, arising out of or related to the Contract in accordance with applicable law in this Commonwealth.

## **§ 13.8 WAIVER OF MECHANIC'S LIEN RIGHTS**

The Contractor, hereby covenants and agrees that no mechanic's liens shall be filed or maintained by any Subcontractor, Sub-subcontractor, supplier, materialman, or any other person or entity acting through or under the Contractor for or on account of any work performed or materials or equipment supplied for the Project. Further, the Contractor hereby waives and relinquishes on behalf of any Subcontractor, Sub-subcontractor, supplier, materialman, or any other person or entity acting through or under the Contractor, any and all rights to file or maintain a mechanic's lien for or on account of any work performed or materials supplied for the Project. Accordingly Contractor will execute and deliver to the Owner at the time of execution of the Agreement a waiver of mechanic's lien rights in a form acceptable to the Owner to be filed with the County Court of Common Pleas for Lancaster County. Contractor shall also obtain waivers of mechanic's lien rights for all of its Subcontractors. In the event that a mechanic's lien is filed against the Project, the Project site, or any portion of thereof, the Contractor shall, at its sole cost and expense, cause the lien to be removed or bonded off within twenty (20) days of the date of the filing of the lien. In the event that the Contractor fails to cause the lien to be removed within the required time period, the Owner may cause the lien to be

removed or bonded off and deduct the cost, including all attorneys' fees and associated costs, of removing or bonding off the lien from the Contract Sum and reduce the amount owed to the Contractor pursuant to the Architect's most recent Certificate for Payment. This Section shall survive termination of the Contract and final completion of the Project. The Contractor shall include a provision substantially similar to this Section 13.8 in all of its contracts with Subcontractors, suppliers, materialmen, or any other person or entity providing services, materials, or equipment for the Project, and shall require Subcontractors to include a provision substantially similar to this Section 13.8 in all of their contracts with Sub-subcontractors, suppliers, materialmen, or any other person or entity providing services, materials, or equipment for the Project.

## **ARTICLE 14    TERMINATION OR SUSPENSION OF THE CONTRACT**

*(Paragraphs deleted)*

### **§ 14.2 Termination by the Owner for Cause**

#### **§ 14.2.1** The Owner may terminate the Contract if the Contractor

- .1** abandons the work, fails to supply enough properly skilled workers or proper materials or fails to prosecute the Work promptly and diligently;
- .2** fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers or otherwise materially breaches its obligations to the Subcontractor under the Subcontract;
- .3** violates applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4** fails to comply with the requirements regarding insurance set forth in Section 11.1;
- .5** fails to remove or bond off a mechanic's lien filed by a Subcontractor, Sub-subcontractor, supplier, materialman, or any other person or entity providing services, materials, or equipment for the Project;
- .6** makes a general assignment for the benefit of its creditors, admits in writing its inability to pay its debts as they become due, permits a receiver, trustee or custodian to be appointed on account of its insolvency, files a petition for relief under the federal Bankruptcy Code, or if a petition for relief is filed against the Contractor by its creditors under the federal Bankruptcy Code, such petition is not vacated within thirty (30) days of the filing of the petition;
- .7** submits any document to the Owner or the Architect that the Contractor knows is false or misleading;
- .8** fails to obtain any required performance and payment bonds; or
- .9** otherwise violates any provision of the Contract Documents.

**§ 14.2.2** When any of the reasons exist, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to the terms of any performance bond:

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

**§ 14.2.3** When the Owner terminates the Contract for cause, after the Owner has completed the Project, and if the value of the Work satisfactorily completed and accepted as of the date of termination exceeds the amounts previously paid the Contractor plus all costs, expenses, fees, damages or other offsets, including, but not limited to attorneys' and consultants' fees, incurred by the Owner to complete the Project ("Owner's Damages"), the Contractor shall be paid any difference, upon consent of any surety.

**§ 14.2.4** If the Owner's Damages exceed the unpaid balance of the Contract Sum, the Contractor shall pay the difference to the Owner within twenty (20) days of written demand therefore. This obligation for payment shall survive termination of the Contract.

**§ 14.2.5** If the Owner terminates the Contract for cause, and if Contractor or surety challenges said termination, and if said termination is determined to be justified, in addition to and without prejudice to any other right or remedy which the Owner may obtain under the Contract Documents and pursuant to law, the Owner shall be entitled to payment by

Contractor and surety of all reasonable attorney's fees, legal expenses, and legal costs incurred by the Owner. This provision does not create any right to the Contractor or surety or to any other person or entity for payment of their attorney's fees or legal costs or legal expenses.

**§ 14.2.6** If the Owner terminates the Contract for cause and it is determined in litigation that no cause existed, the termination shall be construed as a termination for convenience, and Contractor's remedies shall be as stated in and by Article 14.4.

### **§ 14.3 Suspension by the Owner for Convenience**

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

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

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor a Subcontractor, a Sub-subcontractor, or any other person or entity for which one of them is responsible; or
- .2 that an adjustment is made or denied under another provision of the Contract.

### **§ 14.4 Termination by the Owner for Convenience**

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

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

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work;
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders; and
- .4 transfer to the Owner upon request all materials, supplies, Work in progress, and equipment acquired by the Contractor in connection with the performance of, and to be incorporated in, the Work.

**§ 14.4.3** In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed as its sole remedy. The Contractor shall not be entitled to any other payment or damages of any kind as a result of such termination.

**§14.4.4** Termination under this Section 14.4 does not constitute a waiver of any claim by the Owner, including, but not limited to, any claim that the Owner may have for Work that was not performed in accordance with the Contract Documents.

## **ARTICLE 15 CLAIMS AND DISPUTES**

### **§ 15.1 Claims**

#### **§ 15.1.1 Definition**

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

#### **§ 15.1.2 Time Limits on Claims**

The Contractor shall commence all Claims and causes of action arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law. The Contractor waives all Claims and causes of action not commenced in accordance with this Section 15.1.2.

### **§ 15.1.3 Notice of Claims**

**§ 15.1.3.1** Claims by the Contractor, shall be initiated by written notice to the Owner and to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the Contractor first recognizes the condition giving rise to the Claim, whichever is later. Claims may also be reserved in writing within the time limits set forth in this Section 15. If a Claim is reserved, the Claim procedures described in Section 15 of these General Conditions shall not commence until a written notice from the Contractor is received by the Architect and the Owner. Any notice of Claim or reservation of Claim must clearly identify the alleged cause and the nature of the Claim and include data and information then available to the Contractor that will facilitate prompt verification and evaluation of the Claim. Failure to initiate a Claim in accordance with this Section 15 shall result in an irrevocable waiver of the Claim.

*(Paragraph deleted)*

### **§ 15.1.4 Continuing Contract Performance**

**§ 15.1.4.1** Pending final resolution of a Claim, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments unrelated to the item in dispute in accordance with the Contract Documents.

*(Paragraph deleted)*

### **§ 15.1.5 Claims for Additional Cost**

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

### **§ 15.1.6 Claims for Additional Time**

**§ 15.1.6.1** If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein shall be given. All Claims made by the Contractor for an increase in the Contract Time must be made in accordance with Section 15 and Articles 7 and 8 of the General Conditions, and the Contractor's failure to do so shall be an irrevocable waiver of any such Claim.

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

*(Paragraphs deleted)*

### **§ 15.1.7 Waiver of Claims for Consequential and/or Incidental Damages**

The Contractor waives Claims against the Owner for consequential and/or incidental damages arising out of or relating to this Contract. This waiver includes, but not limited to:

- .1** Consequential damages incurred by the Contractor for principal and/or home office expenses including the compensation of personnel stationed there; for unabsorbed overhead, whether calculated under Eichleay or some other formula; for losses of financing, business and reputation; and for loss of profit, except anticipated profit arising directly from the Work.
- .2** Incidental damages incurred by Contractor including, without limitation, cost resulting from stopping work, removing and transporting Contractor property (e.g. Contractor equipment, supplies and materials) from the Site, and storing Contractor's property (e.g. Contractor's equipment, supplies and materials) at an alternate location.

This waiver is applicable, without limitation, to all consequential and incidental damages due to termination in accordance with Article 14.

## **§ 15.2 Dispute Resolution**

**§ 15.2.1** Any controversy, claim, suit, action or proceeding arising out of or related to the Contract, the Contract Documents or the breach thereof, or the Work of the Project, shall be resolved through a non-jury trial proceedings exclusively in the Court of Common Pleas for the County of Lancaster, Pennsylvania, unless the Owner in its sole discretion elects binding arbitration pursuant to the Construction Industry Rules of the American Arbitration Association. The Contractor hereby agrees to any election made by Owner pursuant to this paragraph. Prior to commencing any litigation, Contractor shall notify Owner in writing of its claims, including a detailed description thereof with an itemization of all claimed damages, and request Owner to make its election of the dispute resolution process to be followed for such claim. If arbitration is elected by Owner, then Contractor shall file a demand for arbitration with the American Arbitration Association, and the claim shall be adjudicated pursuant to the AAA Construction Industry Arbitration Rules then in effect. If the Owner elects litigation, or fails to respond to Contractor within ten days of Owner's receipt of Contractor's written notice and request for election, then Contractor shall proceed with litigation in the Pennsylvania Court of Common Pleas for Lancaster County.

*(Paragraph deleted)*

**§ 15.2.3** Waiver of Jury Trial. Owner and Contractor, for itself and each of its subcontractors, hereby (a) knowingly, voluntarily, and intentionally waive their right to a trial by jury in respect of any action or other legal proceeding arising out of or relating to the Contract Documents and (b) hereby agrees that all trials be heard by a judge sitting without a jury. Contractors shall include language to effectuate the intent of this paragraph to bind its subcontractors in any and all of its subcontractor agreements for this project.

*(Paragraphs deleted)*

## **§ 15.4. Claims Related To Project Delay, Acceleration, Hindrances, Loss Or Productivity Or Similar Damages**

As provided in Subparagraphs 6.1.1 and 8.3.2, the Contractor shall not pursue, and hereby waives, any claim for money damages against the Owner, the Architect, and/or Fidevia (including their respective directors, employees or agents) resulting from any project delay, acceleration, hindrances, loss or productivity or similar damages, but shall be entitled to pursue a third-party beneficiary claim or dispute resolution proceeding for money damages against any other responsible Contractor pursuant to this Article 15. Each Contractor acknowledges it may be subject to claims proceedings and dispute resolution proceedings brought by other Contractors for money damages as stated above, and expressly waives any privity of contract defense with regard to such third-party beneficiary proceedings. Each Contractor further agrees it will not bring the Owner, the Architect, Fidevia (or, their respective directors, employees or agents) into any such claim or dispute resolution proceedings as a party thereto, and will be subject to the indemnification provisions of Subparagraph 8.3.3 if it violates the provisions of this Section.

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

**DOCUMENT 00 61 13**

**PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS that we,

\_\_\_\_\_, a  
\_\_\_\_\_, as Principal,  
(hereinafter called the "Principal"), and

\_\_\_\_\_, a  
\_\_\_\_\_, as Surety,  
(hereinafter called the "Surety"), are held and firmly bound unto the School District of Lancaster (hereinafter called the "Obligee"), for the use and benefit of claimants as hereinafter defined, in the sum of \_\_\_\_\_ DOLLARS

(\$ \_\_\_\_\_), lawful money of the United States of America, for the payment of which the Principal and the Surety bind themselves and their respective successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Obligee is a "contracting body" under the provisions of Public Works Contractors' Bond Law of 1967, as amended (the "Act"); and

WHEREAS, The Principal intends to enter into an agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Contract"), with Obligee for the \_\_\_\_\_, which Contract is by reference made a part of this Bond; and

WHEREAS, the Act requires that the Principal shall furnish this Bond to the Obligee before an award of the Contract shall be made to the Principal by the Obligee;

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal shall promptly make payment to all claimants as defined in the Act for all labor and material used or reasonably required for use in the performance of the Contract, then this obligation shall be void; otherwise it shall remain in full force and effect, subject, however, to the following conditions:

1. This Bond shall be interpreted and enforced in accordance with the Act and the laws of the Commonwealth of Pennsylvania. The Principal and the Surety agree that exclusive jurisdiction and venue for any litigation concerning this Bond and the transactions contemplated shall exist in the Lancaster County, Pennsylvania, Court of Common Pleas. The Principal and the Surety consent to such jurisdiction and venue. The Principal and Surety further agree that all disputes shall be resolved by non-jury trial (and the Principal and Surety hereby waive any right to a jury trial) and that all service of process, including any instrument to institute suit, shall be effective if served in accordance with Pennsylvania law.
2. The Surety hereby waives notice of and consents (a) to all alterations or amendments to the Contract and (b) to all extensions of time for performance of the Contract or other forbearance; and the Surety agrees that its obligations under this Bond shall not thereby be released or affected in any manner.
3. The Surety shall not be liable under this Payment Bond in the aggregate in excess of the sum above stated.

24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802

SIGNED and SEALED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
(Principal)

BY \_\_\_\_\_

ATTEST:  
\_\_\_\_\_

\_\_\_\_\_  
Typed Name/Title

\_\_\_\_\_  
(Surety)

BY: \_\_\_\_\_  
Attorney-in-fact

(Attach power of attorney)

END OF DOCUMENT

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

**DOCUMENT 00 61 13.13**

**PERFORMANCE BOND**

Bond No.: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_, as principal (the "Contractor"), and  
\_\_\_\_\_  
\_\_\_\_\_, as surety (the "Surety"), are firmly bound to

**SCHOOL DISTRICT OF LANCASTER**

as obligee (hereinafter called the "Owner"), in the sum of \_\_\_\_\_ Dollars  
(\$ \_\_\_\_\_), for the payment of which we bind ourselves, our heirs, executors, legal representatives,  
successors and assigns, jointly and severally, by this Bond.

Background. The Contractor submitted to the Owner a bid (the "Bid") to perform certain Work for the Owner in connection with a project known as \_\_\_\_\_, such Work to be performed pursuant to plans, specifications and other related contract documents that are incorporated into the Bid by reference. The Bid and other contract documents shall be deemed a part hereof as fully as if set out herein, and shall together be referred to as the "Contract Documents." The Owner is a "contracting body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"). Under the Contract Documents, it is provided that if the Contractor shall furnish this Bond to the Owner, and if the Owner shall make an award to the Contractor in accordance with the Bid, then the Contractor and the Owner shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents. It is a condition of the Contract Documents that this Bond shall be furnished by the Contractor to the Owner.

NOW, THEREFORE, intending to be legally bound, the Contractor and Surety agree as follows:

1. The Contractor and the Surety, jointly and severally, bind themselves for performance of the obligations of the Contractor under the Agreement and other Contract Documents, and to all of the terms of this Performance Bond. The Contractor and Surety understand that time is of the essence in performing their respective obligations under the Contract Documents and this Bond.

2. The Contractor and Surety will be relieved of their obligations under this Bond if and when the Contractor shall perform all of its obligations under the Agreement and other Contract Documents in the manner provided therein, including the making of any payments due to the Owner and its employees, directors or agents, and the Contractor and the Surety shall perform all of their obligations under this Bond. This Bond shall remain in force and effect until all of the foregoing conditions are fulfilled.

3. If the Owner terminates its Agreement with the Contractor for cause pursuant to the Contract Documents or if the Contractor has abandoned its work in violation of the Contract Documents, the Surety will have the following rights and obligations:

a. As Option 1, the Surety shall fulfill the performance of all obligations of the Contractor under the Contract Documents and this Bond. Pursuant to Option 1, any replacement contractor retained by the Surety to fulfill the performance of the obligations of the Contractor must be qualified as a responsible contractor under Pennsylvania law, and the Surety shall not engage any replacement contractor that the Owner objects to in good faith as not qualifying as a responsible contractor under Pennsylvania law. The original Contractor shall not serve as the Surety's replacement contractor. The Surety shall provide the Owner, upon request, information on the pertinent qualifications of any proposed replacement contractor. The Owner will pay the unpaid contract price to the Surety as work progresses, under the payment terms of the Contract Documents.



**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
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b. As Option 2, the Surety may request to enter a written agreement with the Owner, pursuant to which the Owner shall complete all unfulfilled work of the Contractor pursuant to the Contract Documents, with reimbursement from Surety to Owner if the cost of finishing the work, together with all other expenses for which the Surety is liable, exceeds the unpaid balance to the Contractor under the Contract Documents. If the Surety wishes to make a request to the Owner pursuant to Option 2, it must do so within 30 days of receipt of written notice by the Owner that the Agreement with the Contractor has been terminated or that the Contractor has abandoned its work under the Contract Documents. The Owner shall be under no obligation to accept a request by the Surety to utilize Option 2, and if such a request is not timely made or is denied, the Surety shall proceed pursuant to Option 1.

4. Without limiting the obligations otherwise stated in this Bond, the Surety shall be liable under this Bond to pay the Owner the following to the extent the Contractor does not make such payment to the Owner: (a) any money the Contractor is obligated to pay the Owner under the Contract Documents, including any liquidated damages; and (b) any cost, expense, liability or damage incurred by the Owner (including any fees or costs of attorneys, architects, engineers, construction managers or other consultants) arising from (i) any default, failure or termination of the Contractor, (ii) the Owner's enforcement of Contractor or Surety obligations under this Bond, or (iii) any delay in performance of the Contractor's scope of Work caused by the Contractor or Surety that violates a project schedule approved pursuant to the Contract Documents, without regard to whether such delay occurs before or after commencement of the Surety's obligations pursuant to Paragraph 3 of this Performance Bond.

5. Amounts due and not paid to Owner when due under this Bond shall bear interest from the date the payment is due at the legal rate prevailing in Pennsylvania.

6. This Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Contractor and the Surety to the performance of the Contract Documents as so amended, and so as to increase the Bond amount by the increased contract price amount. The term "amendment," wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

7. The Contractor and the Surety agree that none of the following will in any way reduce the Surety's obligations under this Bond, and the Surety waives notice of any of the following: (1) any change, alteration or addition to the terms of the Contract Documents or to the work to be performed thereunder; (2) any extension of time; (3) any act of the forbearance of either the Contractor or the Owner toward the other; (4) any acceleration of payments to the Contractor resulting in payments to the Contractor of more than the amount to which the Contractor is entitled under the Contract Documents or in advance of the time required under the Contract Documents.

8. No settlement between the Owner and the Contractor shall abridge the right of any other beneficiary hereunder having a claim not yet asserted or satisfied.

9. Owner's acceptance of the Contractor's work under the Contract Documents or approval of final payment to the Contractor shall not terminate the performance obligations of Contractor and Surety under the Contract Documents and this Bond, and shall not waive any later claim for nonperformance.

10. Owner may at any time, but is not obligated to, notify Surety of Owner's concerns about Contractor performance, and send to Surety copies of any communication to Contractor.

11. This Bond shall be interpreted in accordance with the laws of the Commonwealth of Pennsylvania, including the common law. Exclusive jurisdiction and venue for any litigation concerning this Bond shall exist in the Court of Common Pleas in the county in which the project is located. The Contractor and the Surety waive a jury trial in any such litigation.

12. This Bond is executed and delivered under the subject to the Act.

IN WITNESS WHEREOF, the Contractor and the Surety cause this Bond to be signed, sealed and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

**(Individual Contractor)**

WITNESS: \_\_\_\_\_(SEAL)

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Signature of Individual  
Trading and Doing Business As

\_\_\_\_\_

\_\_\_\_\_

**(Partnership Contractor)**

\_\_\_\_\_  
Name of Partnership

WITNESS:

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_

By: \_\_\_\_\_ (SEAL)  
Partner

**(Corporation Contractor)**

\_\_\_\_\_  
Name of Corporation

By: \_\_\_\_\_  
(Vice) President

ATTEST:

\_\_\_\_\_  
(Assistant) Secretary

(CORPORATE SEAL)

or (If Appropriate)

\_\_\_\_\_  
Name of Corporation

WITNESS:

\_\_\_\_\_

\*By: \_\_\_\_\_  
Authorized Representative

\*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

**(Corporation Surety)**

\_\_\_\_\_  
Name of Corporation

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
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WITNESS:

\_\_\_\_\_  
\*\* \_\_\_\_\_  
Attorney-in-Fact

\*\*Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the attorney-in-fact to act in behalf of the corporation.

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

**DOCUMENT 00 61 16 – RELEASE OF LIENS**

The following Waiver of Rights to File Mechanic's Lien form is for use on this project.

24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802

WAIVER OF RIGHT TO FILE MECHANIC'S LIEN

WHEREAS, \_\_\_\_\_, ENTERED  
INTO A CONTRACT WITH \_\_\_\_\_, TO PROVIDE MATERIALS  
AND PERFORM LABOR NECESSARY FOR CONSTRUCTION  
OF \_\_\_\_\_ UPON A LOT OF GROUND LOCATED AT  
\_\_\_\_\_.

NOW, THEREFORE, IT IS HEREBY STIPULATED AND AGREED BY AND BETWEEN SAID PARTIES, AS  
PART OF THE SAID CONTRACT AND FOR THE CONSIDERATION THEREIN SET FORTH, THAT NEITHER THE  
UNDERSIGNED CONTRACTOR, ANY SUBCONTRACTOR OR MATERIAL MAN, NOR ANY OTHER PERSON  
FURNISHING LABOR OR MATERIALS TO THE SAID CONTRACTOR UNDER THIS CONTRACT SHALL FILE A LIEN,  
COMMONLY CALLED A MECHANIC'S LIEN, FOR WORK DONE OR MATERIALS FURNISHED TO THE SAID  
BUILDING OR ANY PART THEREOF.

THIS STIPULATION IS MADE AND INTENDED TO BE FILED WITH THE COUNTY PROTHONOTARY WITHIN  
TEN DAYS AFTER DATE, IN ACCORDANCE WITH THE REQUIREMENTS OF ACT OF ASSEMBLY OF  
PENNSYLVANIA, IN SUCH CASE PROVIDED.

IN WITNESS WHEREOF, THE SAID PARTIES HERETO HAVE HEREUNTO SET THEIR HANDS AND SEALS  
THE \_\_\_\_\_ DAY OF \_\_\_\_\_.

CONTRACTOR

OWNER

BY \_\_\_\_\_

BY

ATTEST \_\_\_\_\_

ATTEST

**MAINTENANCE BOND FORM**

KNOW ALL MEN BY THESE PRESENT that we, \_\_\_\_\_ (Contractor), "Principal", and \_\_\_\_\_, (Corporate Surety) "Surety", are held and firmly bound unto \_\_\_\_\_, "Obligee", in the sum of \_\_\_\_\_, (one hundred percent of the total contract price), for the payment whereof the Principal and Surety bind themselves firmly by these present.

WHEREAS, Principal has by written contract dated \_\_\_\_\_, entered into a contract with Obligee for The McCaskey High School Stadium Projects located at 445 N. Reservoir Street, Lancaster, PA 17602, City of Lancaster, Lancaster County, in accordance with the Contract Documents, as defined therein; and

WHEREAS, the Contract Documents provide that the Principal shall furnish a Bond in the penalty of one hundred (100%) percent of the contract price, which is \$\_\_\_\_\_, which shall remain in force for a period of one (1) year from the date of substantial completion of the work as established by the Architect and which shall be conditioned to guarantee against all defective materials, workmanship and equipment which shall become apparent during said period.

NOW, THEREFORE, the condition of this Obligation is that if Principal and Surety shall indemnify Obligee for all loss that Obligee may sustain by reason of any defective materials, workmanship, or equipment which shall become apparent during the period of one (1) year from the date of Substantial Completion of the project as established by the Architect, within the limits prescribed herein, then this obligation shall be void; otherwise to remain in full force and effect.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_.

CORPORATE SIGNATURE

BY: \_\_\_\_\_  
(authorized officer)

CORPORATE SURETY

BY: \_\_\_\_\_  
(Attorney-In-Fact)

ACCEPTED: \_\_\_\_\_

BY: \_\_\_\_\_

**END OF MAINTENANCE BOND**

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.



**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



**Commonwealth of Pennsylvania**  
**Public Works Employment Verification Form**

Complete and return the form to the contracting Public Body prior to the award of the contract.

**Company Legal Name:** \_\_\_\_\_

**Doing Business As:** \_\_\_\_\_

*(if different from Legal Name)*

**Mailing Address:**

\_\_\_\_\_  
Street Address 1

\_\_\_\_\_  
Street Address 2

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip Code

**Check one:**

☐

Contractor

☐

Subcontractor

**Contracting Public Body:** \_\_\_\_\_

**Contract/Project Number:** \_\_\_\_\_

**Project Description:** \_\_\_\_\_

**Project Location:** \_\_\_\_\_

**Date Enrolled in E-Verify (MM/DD/YYYY):** \_\_\_\_\_

As a contractor/subcontractor for the above referenced public works contract, I hereby affirm that as of today's 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 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**

\_\_\_\_\_  
**Date of Signature**

**Printed Name:** \_\_\_\_\_

**Phone Number:** \_\_\_\_\_ **Email:** \_\_\_\_\_

**ARREST/CONVICTION REPORT AND CERTIFICATION FORM**  
(under Act 24 of 2011 and Act 82 of 2012)

**Section 1. Personal Information**

Full Legal Name: \_\_\_\_\_

Date of Birth: \_\_\_\_/\_\_\_\_/\_\_\_\_

Other names by  
which you have  
been identified: \_\_\_\_\_

**Section 2. Arrest or Conviction**

- ☐ By checking this box, I state that I have NOT been arrested for or convicted of any Reportable Offense.
- ☐ By checking this box, I report that I have been arrested for or convicted of an offense or offenses enumerated under 24 P.S. §§1-111(e) or (f.1) ("Reportable Offense(s)"). See Page 3 of this Form for a list of Reportable Offenses.

**Details of Arrests or Convictions**

For each arrest for or conviction of any Reportable Offense, specify in the space below (or on additional attachments if necessary) the offense for which you have been arrested or convicted, the date and location of arrest and/or conviction, docket number, and the applicable court.

\_\_\_\_\_  
\_\_\_\_\_

**Section 3. Child Abuse**

- ☐ By checking this box, I state that I have NOT been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.
- ☐ By checking this box, I report that I have been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

**Section 4. Certification**

*By signing this form, I certify under penalty of law that the statements made in this form are true, correct and complete. I understand that false statements herein, including, without limitation, any failure to accurately report any arrest or conviction for a Reportable Offense, shall subject me to criminal prosecution under 18 Pa.C.S. §4904, relating to unsworn falsification to authorities.*

\_\_\_\_\_  
*Signature*

\_\_\_\_\_  
*Date*

## INSTRUCTIONS

Pursuant to 24 P.S. §1-111(c.4) and (j), the Pennsylvania Department of Education developed this standardized form (PDE-6004) to be used by current and prospective employees of public and private schools, intermediate units, and area vocational-technical schools.

As required by subsection (c.4) and (j)(2) of 24 P.S. §1-111, this form shall be completed and submitted by all current and prospective employees of said institutions to provide written reporting of any arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) and (f.1) and to provide notification of having been named as a perpetrator of a founded report of child abuse within the past five (5) years as defined by the Child Protective Services Law.

As required by subsection (j)(4) of 24 P.S. §1-111, this form also shall be utilized by current and prospective employees to provide written notice within seventy-two (72) hours after a subsequent arrest or conviction for an offense enumerated under 24 P.S. §§1-111(e) or (f.1).

In accordance with 24 P.S. §1-111, employees completing this form are required to submit the form to the administrator or other person responsible for employment decisions in a school entity. Please contact a supervisor or the school entity administration office with any questions regarding the PDE 6004, including to whom the form should be sent.

**PROVIDE ALL INFORMATION REQUIRED BY THIS FORM LEGIBLY IN INK.**

## LIST OF REPORTABLE OFFENSES

- **A reportable offense enumerated under 24 P.S. §1-111(e) consists of any of the following:**

- (1) An offense under one or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:
 

<ul style="list-style-type: none"> <li>▪ Chapter 25 (relating to criminal homicide)</li> <li>▪ Section 2702 (relating to aggravated assault)</li> <li>▪ Section 2709.1 (relating to stalking)</li> <li>▪ Section 2901 (relating to kidnapping)</li> <li>▪ Section 2902 (relating to unlawful restraint)</li> <li>▪ Section 2910 (relating to luring a child into a motor vehicle or structure)</li> <li>▪ Section 3121 (relating to rape)</li> <li>▪ Section 3122.1 (relating to statutory sexual assault)</li> <li>▪ Section 3123 (relating to involuntary deviate sexual intercourse)</li> <li>▪ Section 3124.1 (relating to sexual assault)</li> <li>▪ Section 3124.2 (relating to institutional sexual assault)</li> <li>▪ Section 3125 (relating to aggravated indecent assault)</li> <li>▪ Section 3126 (relating to indecent assault)</li> <li>▪ Section 3127 (relating to indecent exposure)</li> <li>▪ Section 3129 (relating to sexual intercourse with animal)</li> <li>▪ Section 4302 (relating to incest)</li> <li>▪ Section 4303 (relating to concealing death of child)</li> </ul>	<ul style="list-style-type: none"> <li>▪ Section 4304 (relating to endangering welfare of children)</li> <li>▪ Section 4305 (relating to dealing in infant children)</li> <li>▪ A felony offense under section 5902(b) (relating to prostitution and related offenses)</li> <li>▪ Section 5903(c) or (d) (relating to obscene and other sexual materials and performances)</li> <li>▪ Section 6301(a)(1) (relating to corruption of minors)</li> <li>▪ Section 6312 (relating to sexual abuse of children)</li> <li>▪ Section 6318 (relating to unlawful contact with minor)</li> <li>▪ Section 6319 (relating to solicitation of minors to traffic drugs)</li> <li>▪ Section 6320 (relating to sexual exploitation of children)</li> </ul>
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- (2) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as “The Controlled Substance, Drug, Device and Cosmetic Act.”
- (3) An offense SIMILAR IN NATURE to those crimes listed above in clauses (1) and (2) under the laws or former laws of:
  - the United States; or
  - one of its territories or possessions; or
  - another state; or
  - the District of Columbia; or
  - the Commonwealth of Puerto Rico; or
  - a foreign nation; or
  - under a former law of this Commonwealth.

- **A reportable offense enumerated under 24 P.S. §1-111(f.1) consists of any of the following:**

- (1) An offense graded as a felony offense of the first, second or third degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (10) ten years has elapsed from the date of expiration of the sentence for the offense.
- (2) An offense graded as a misdemeanor of the first degree, other than one of the offenses enumerated under 24 P.S. §1-111(e), if less than (5) five years has elapsed from the date of expiration of the sentence for the offense.
- (3) An offense under 75 Pa.C.S. § 3802(a), (b), (c) or (d) (relating to driving under influence of alcohol or controlled substance) graded as a misdemeanor of the first degree under 75 Pa.C.S. § 3803 (relating to grading), if the person has been previously convicted of such an offense and less than (3) three years has elapsed from the date of expiration of the sentence for the most recent offense.



# PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE

COMPLETE SECTION 1 ONLY. Print clearly in ink. Enclose \$10.00 money order ONLY, payable to DEPARTMENT OF PUBLIC WELFARE. **DO NOT send cash or personal check.**

Send to CHILDLINE AND ABUSE REGISTRY, DEPARTMENT OF PUBLIC WELFARE, P.O. BOX 8170  
HARRISBURG, PA 17105-8170

**APPLICATIONS THAT ARE INCOMPLETE, ILLEGIBLE OR RECEIVED WITHOUT FEE WILL BE RETURNED UNPROCESSED. IF YOU HAVE QUESTIONS CALL 717-783-6211, OR (TOLL FREE) 1-877-371-5422.**

## CHILDLINE USE ONLY

DATE RECEIVED BY CHILDLINE

### SECTION I

### APPLICANT IDENTIFICATION

IN THIS SPACE PRINT APPLICANT'S FULL NAME AND ADDRESS (DO NOT USE INITIALS)

NAME

STREET

CITY, STATE  
ZIP CODE

SOCIAL SECURITY NUMBER

AGE

DATE OF BIRTH

DAYTIME PHONE NO.

SEX

COUNTY YOU LIVE IN

☐ M ☐ F

Disclosure of your Social Security number is voluntary. It is sought under 23 Pa.C.S. §§ 6336(a)(1) (relating to Information in statewide central register), 6344 (relating to Information relating to prospective child care personnel), 6344.1 (relating to Information relating to family day-care home residents), and 6344.2 (relating to Information relating to other persons having contact with children). The department will use your Social Security number to search the statewide central register to determine whether you are listed as the perpetrator in an indicated or founded report of child abuse.

### PURPOSE OF CLEARANCE (Check ONE block ONLY)

- ☐ Child Care Services Employee  
☐ Foster Care ☐ Adoption ☐ School Employee  
☐ Employment with a significant likelihood of regular contact with children  
☐ Volunteers - A copy of your **PROCESSED** "Request for Criminal Record" (Form SP4-164) must be attached. Out-of-state residents must also attach a copy of their **PROCESSED** FBI clearance (Form FD-258).  
☐ DPW Employment & Training Program Participant  
(signature required below)

SIGNATURE OF OIM/CAO REPRESENTATIVE

OIM/CAO PHONE NUMBER

### PREVIOUS NAMES USED SINCE 1975 (Include Maiden Name, Nicknames, Aliases)

1. (LAST, FIRST, MIDDLE)

2. (LAST, FIRST, MIDDLE)

3. (LAST, FIRST, MIDDLE)

4. (LAST, FIRST, MIDDLE)

5. (LAST, FIRST, MIDDLE)

### PREVIOUS ADDRESSES SINCE 1975 (Attach additional pages if necessary)

1.

2.

3.

4.

### HOUSEHOLD MEMBERS (List everyone who lived with you at any time since 1975 to the present)

NAME (Last, First, Middle) Do not use initials.	RELATIONSHIP	PRESENT AGE	SEX
1.			
2.			
3.			
4.			
5.			
6.			

I certify that the above information is accurate and complete to the best of my knowledge and belief and submitted as true and correct under penalty of law (Section 4904 of the Pennsylvania Crimes Code).

Applicants are required to show the administrator the original document. Administrators are required to keep a copy of this child abuse history record on file. Any person altering the contents of this document may be subject to civil, criminal or administrative action.

APPLICANT'S SIGNATURE

DATE

## DO NOT WRITE IN THIS SECTION - CHILDLINE USE ONLY

SECTION II		RESULTS OF HISTORY CHECK	
<input type="checkbox"/> APPLICANT IS <b>NOT</b> LISTED IN A REPORT OF CHILD ABUSE OR A REPORT FOR SCHOOL EMPLOYEE.		<input type="checkbox"/> APPLICANT <b>IS</b> LISTED IN A REPORT OF CHILD ABUSE OR A REPORT FOR SCHOOL EMPLOYEE (SEE BELOW).	
STATUS OF REPORT	DATE OF INCIDENT	STATUS OF REPORT	DATE OF INCIDENT
1.	-	3.	-
2.	-	4.	-
_____ VERIFIER		_____ DATE	
_____ VERIFIER'S SUPERVISOR		_____ DATE	

SECTION III		VOLUNTARY CERTIFICATION FOR CHILD CARE SERVICES	
<p>_____ has requested a certification which includes a clearance of his/her name against the child abuse, school employee, and criminal history reports.</p> <p>The results of the child abuse and school employee report clearances are listed in Section II on the reverse side. The results of the criminal history reports are listed below. Out-of-state residents must have criminal history clearance from both the Pennsylvania State Police and the FBI. The voluntary certification may be obtained every two years.</p> <p>It is the responsibility of parents and guardians to review this information to determine the suitability of the applicant as a substitute caregiver.</p>			
PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE			
<input type="checkbox"/> Applicant is named as the perpetrator of a <b>founded</b> child abuse or school employee report which occurred in the last five years.			
<input type="checkbox"/> Applicant is named as the perpetrator of a <b>founded</b> child abuse or school employee report which occurred over five years ago.			
<input type="checkbox"/> Applicant is named as the perpetrator of an <b>indicated</b> child abuse or school employee report.			
<input type="checkbox"/> Applicant is not named as the perpetrator of any child abuse or school employee report contained in the Statewide Central Register.			
PENNSYLVANIA STATE POLICE CLEARANCE			
<input type="checkbox"/> Record exists and contains convictions which prohibit hire in a child care position. Report attached.			
<input type="checkbox"/> Record exists, but convictions do not prohibit hire in a child care position. Report attached.			
<input type="checkbox"/> Record exists, but no convictions are shown. This does not prohibit hire in a child care position. Report attached.			
<input type="checkbox"/> No record exists. Report attached.			
FBI CLEARANCE			
<input type="checkbox"/> Record exists and contains convictions which prohibit hire in a child care position. Report attached.			
<input type="checkbox"/> Record exists, but convictions do not prohibit hire in a child care position. Report attached.			
<input type="checkbox"/> Record exists, but no convictions are shown. This may not prohibit hire in a child care position. Report attached.			
<input type="checkbox"/> No record exists. Report attached.			
<input type="checkbox"/> No FBI clearance required.			
_____ VERIFIER		_____ DATE	
_____ VERIFIER'S SUPERVISOR		_____ DATE	

**DIRECTIONS TO COMPLETE THE  
PENNSYLVANIA CHILD ABUSE HISTORY CLEARANCE APPLICATION:**

1. Applicants are to complete Section I only.
2. Type or print clearly and neatly in ink only.
3. The space for the applicant's name must be the applicant's full legal name. An initial is not acceptable for a first name. The address listed must be applicant's current home address. This is also where the results of the clearance will be mailed.
4. The applicant's Social Security number is voluntary. If filling in the Social Security number please fill in the entire Social Security number.
5. Age – Fill in the applicant's current age.
6. Date of Birth – Fill in the applicant's date of birth (Example: 01/22/1990).
7. Daytime Phone Number – Fill in the number for where the applicant can be reached in the event that there are questions about the information on the application.
8. Sex – Check the appropriate box for male or female.
9. County You Live In – Fill in the name of the county where you reside (this should be the county for the address that the applicant filled in the space on the left of this section).
10. **Purpose of Clearance** – Do not check more than one block:
  - a. Check the Child Care box if planning to work in a day care or child care setting.
  - b. Check the Foster Care box if applying as a prospective foster parent.
  - c. Check the School Employee box if seeking to have involvement within a school (public, private, vocational, or technical) for employment or volunteer purposes OR check this box if a child abuse clearance is needed due to enrollment in an educational program such as a nursing school or technical program.
  - d. Check the Adoption Block if in the process or planning to adopt a child.
  - e. Check Employment With A Significant Likelihood of Regular Contact With Children if NONE of the other options relate to why a child abuse clearance is needed.
  - f. Check the Volunteers box if performing a service (paid or unpaid) for organizations such as Big Brothers/Big Sisters, Boy Scouts, Little League, or churches. As noted on the form, if the Volunteer box is checked, the applicant must also attached A COPY of the RESULTS from their PA State Police Criminal History Record Check. Do not send original criminal record results because the original cannot be returned. If the applicant is not a current Pennsylvania resident, the applicant must also attach a copy of their FBI Criminal History results obtained within the past year.
  - g. Check the DPW Employment & Training Program Participant box if the applicant is participating in a Department of Public Welfare employment and training program through a county assistance office, or CAO, or the Office of Income Maintenance, OIM. The signature **AND** phone number of the CAO or OIM representative is required.
11. Previous Names Used Since 1975 - The applicant must list any and all full legal names that they have ever had since 1975. This includes maiden names, aliases and also known as (aka) names.
12. Previous Addresses Since 1975 - List all addresses where the applicant has resided since 1975. The applicant can attach an additional sheet of paper with all of the addresses listed if necessary. If the applicant cannot remember the exact mailing addresses since 1975, filling in as much information as possible about the location will be acceptable.
13. Household Members - Include anyone that the applicant lived with since 1975 (parents, guardians, siblings, children, spouse (ex), paramour, friends, etc.). If the applicant was under the age of 18 in 1975 this section must include other household members who lived with the applicant or with whom the applicant lived. Please note the household member's relationship to the applicant, their age (to the best of your knowledge) and their sex. Applications where this section is left blank will be rejected and returned to the applicant.
14. Applications must be signed and dated. Applications that are not signed and dated will be rejected and returned to the applicant.
15. Enclose a \$10.00 money order for each application. No cash or personal checks will be accepted. Agency or business checks are acceptable.
16. Do not send any postage paid return envelopes for us to return your results. Results are issued through an automated system generated mailing process.

Note: Clearance results will be mailed to you within 14 days from the date that the clearance is received in our office. Failure to comply with the above instructions will cause considerable delay in processing the results of an applicant's child abuse clearance.

**PENNSYLVANIA STATE POLICE**  
**REQUEST FOR CRIMINAL RECORD CHECK**  
 1-888-QUERYPA (1-888-783-7972)

This form is to be completed in ink by the requester – (information will be mailed to the requester only). If this form is not legible or not properly completed, it will be returned unprocessed to the requester. A response may take four weeks or longer.

**TRY OUR WEBSITE FOR A QUICKER RESPONSE**  
<https://epatch.state.pa.us>

<b>REQUESTER NAME</b>	
<b>ADDRESS</b>	
<b>CITY/STATE/ZIP CODE</b>	
<b>TELEPHONE NO. (AREA CODE)</b>	

**FOR CENTRAL REPOSITORY USE ONLY  
CONTROL NUMBER**

**AFTER COMPLETION MAIL TO:**

**PENNSYLVANIA STATE POLICE  
CENTRAL REPOSITORY – 164  
1800 ELMERTON AVENUE  
HARRISBURG, PA 17110-9758**

**DO NOT SEND CASH OR PERSONAL CHECK**

**CHECK ONE BLOCK**

- ☐ INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$22.00, PAYABLE TO:  
 “COMMONWEALTH OF PENNSYLVANIA”  
 THE FEE IS NONREFUNDABLE
- ☐ NOTARIZED INDIVIDUAL/NONCRIMINAL JUSTICE AGENCY – ENCLOSE A CERTIFIED CHECK/MONEY ORDER IN THE AMOUNT OF \$27.00, PAYABLE TO:  
 “COMMONWEALTH OF PENNSYLVANIA”  
 THE FEE IS NONREFUNDABLE
- ☐ FEE EXEMPT-NONCRIMINAL JUSTICE AGENCY – NO FEE

<b>SUBJECT OF RECORD CHECK</b>				
<b>(FIRST)</b>	<b>(MIDDLE)</b>	<b>(LAST)</b>		
<b>MAIDEN NAME AND/OR ALIASES</b>	<b>SOCIAL SECURITY NUMBER</b>	<b>DATE OF BIRTH (MM/DD/YYYY)</b>	<b>SEX</b>	<b>RACE</b>

The Pennsylvania State Police response will be based on the comparison of the data provided by the requester against the information contained in the files of the Pennsylvania State Police Central Repository only.

**FEES FOR REQUESTS - \$22.00. NOTARIZED FEE REQUESTS - \$27.00.**  
**\*\*\*MAKE ALL MONEY ORDERS PAYABLE TO: COMMONWEALTH OF PENNSYLVANIA\*\*\***

**REASON FOR REQUEST**

◀◀◀◀◀CHECK THE BOX THAT MOST APPLIES TO THE PURPOSE OF THIS REQUEST▶▶▶▶▶

- ☐ **INTERNATIONAL ADOPTION** - INTERNATIONAL ADOPTION MUST BE NOTARIZED AND MAILED IN. (\$27.00 FOR REQUEST)
- ☐ **ADOPTION (DOMESTIC)**      ☐ **EMPLOYMENT**      ☐ **VISA**      ☐ **OTHER**

**WARNING: 18 Pa.C.S. 4904(b) UNDER PENALTY OF LAW - MISIDENTIFICATION OR FALSE STATEMENTS OF IDENTITY TO OBTAIN CRIMINAL HISTORY INFORMATION OF ANOTHER IS PUNISHABLE AS AUTHORIZED BY LAW.**

**Homeland Security is Everyone's Responsibility - Pennsylvania Terrorism Tip Line 1-888-292-1919**

**ACT 114 FINGERPRINTING REPORT**

Use the following link to register:

<https://uenroll.identogo.com/workflows/1KG6XN/appointment/bio>

Use Department of Education, NOT Department of Welfare

CODE: 1KG6XN - Pennsylvania PDE-School Districts

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

**SECTION 01 10 00 – CONTRACT SUMMARY**

**PART 1 - GENERAL**

**1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 01 Specification Sections, apply to this Section.

**1.2 SUMMARY**

- A. This Section includes the following:
  - 1. Work covered by the Contract Documents.
  - 2. Type of the Contract.
  - 3. Work phases.
  - 4. Use of premises.
  - 5. Owner's occupancy requirements.
  - 6. Work restrictions.
  - 7. Specification formats and conventions.
- B. Related Sections include the following:
  - 1. Division 01 Section "Summary of Multiple Contracts" for Division of the responsibilities for the work.
  - 2. Division 01 Section "Temporary Facilities and Controls" for limitations and procedures governing temporary use of Owner's facilities.

**1.3 PROJECT INFORMATION**

- A. Project Identification:
  - 1. McCaskey High School Stadium Projects
    - a. Project Location: 445 N. Reservoir Street  
Lancaster, PA 17602
- B. Owner: School District of Lancaster  
251 South Prince Street  
Lancaster, PA 17603
- C. Architect: MAROTTA/MAIN ARCHITECTS  
214 North Duke Street  
Lancaster, PA 17602
- D. Owner's Rep: FIDEVIA  
750 Lititz Pike  
Lititz, PA 17543
- E. Project ShareFile: A Project ShareFile Site administered by the Architect will be used for purposes of managing communication and documents during the construction stage.

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

**1.4 CONTRACT DESCRIPTION**

Project consists of all materials, labor, supervision, temporary facilities and controls and all other work for the renovations to the existing bleachers and buildings under bleachers, and renovations to concessions stand, within the School District of Lancaster, Lancaster, PA together as indicated on the Drawings and specified herein.

**1.5 WORK BY OWNER**

- A. General: Cooperate fully with Owner so work may be carried out smoothly, without interfering with or delaying work under this Contract or work by Owner. Coordinate the Work of this Contract with work performed by Owner.
- B. Concurrent Work:
  - 1. Site and Athletic scope (track & field) will be contracted directly by the School District through purchasing program.
  - 2. Commissioning Agent/Authority will be contracted directly by the School District.
  - 3. Testing Agency will be contracted directly by the School District.
  - 4. Audio visual equipment and installation will be contracted by the School District.
  - 5. Stadium lighting scope will be contracted directly by the School District.
- C. Subsequent Work: Owner will perform the following additional work at site after Substantial Completion. Completion of that work will depend on successful completion of preparatory work under this Contract.
  - 1. Installation of furnishings, fixtures and equipment.
- D. Items noted N.I.C. (Not in Contract) shall be supplied and installed by Owner or others prior to, during, or after completion of the Work.
- E. Owner will provide products indicated for installation by the Contractor:
  - 1. Wall Mount Display monitors: Provided and installed by Owner. Rough-in and wiring shall be provided by Electrical Contractor.

**1.6 TYPE OF CONTRACT**

- A. Project will be let as multiple prime contracts as follows:
  - a. General Construction Contract
  - b. Mechanical Construction Contract
  - c. Plumbing Construction Contract
  - d. Electrical, Data and Security Construction Contract

**1.7 WORK PHASES / PROJECT MILESTONES**

- A. The Work shall be conducted continually in two phases with two occupancy certificates.
  - 1. Refer to specification section 00 31 13 – Milestone Schedule – for milestone requirements and associated liquidated damages.

**1.8 PHASING / OWNER OCCUPANCY REQUIREMENTS**

- A. Site Safety and Security:

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

1. The area of construction and staging is to be fenced or partitioned off with temporary walls by the Site/Athletics Contractor
  - B. Partial Owner Occupancy: Owner will occupy the adjacent school premises during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.
    1. Maintain access to existing walkways and other adjacent occupied or used facilities. Do not close or obstruct walkways or other occupied or used facilities without written permission from Owner and authorities having jurisdiction.
    2. Provide not less than 72 hours' notice to Owner of activities that will affect Owner's operations.
- 1.9 ACCESS TO SITE
- A. General: During the construction period, Contractor jointly shall have use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section.
  - B. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
    1. Limits: Confine construction operations limits of contract.
    2. Driveways, Walkways and Entrances: Keep driveways, loading areas, and entrances serving all school buildings and all adjacent premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
      - a. Schedule deliveries to minimize use of shared driveways and entrances by construction operations.
      - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- 1.10 WORK RESTRICTIONS
- A. Work Restrictions, General: Comply with restrictions on construction operations.
    1. Comply with limitations on use of public streets and other requirements of authorities having jurisdiction.
  - B. On-Site Work Hours: Work shall be generally performed during normal business working hours and as indicated by Local Authorities on Building Permit, except otherwise indicated.
    1. Weekend Hours: Work permitted as indicated on Building Permit and as coordinated with the Owner.
    2. Early Morning / Late Night Hours: Refer to Building Permit and City Authorities.
  - C. Existing Utility Interruptions: Do not interrupt utilities serving adjacent facilities occupied by Owner or others unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:
    1. Notify Architect and Owner not less than two weeks in advance of proposed utility interruptions.
    2. Obtain Owner's written permission before proceeding with utility interruptions.
  - D. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to adjacent Owner occupancies with Owner.
    1. Notify Architect and Owner not less than two weeks in advance of proposed disruptive operations.



**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

2. Obtain Owner's written permission before proceeding with disruptive operations.
- E. Nonsmoking Site: Smoking is not permitted within the perimeter of the District property.
- F. Employee Identification: Provide identification tags for Contractor personnel working on the Project site. Require personnel to utilize identification tags at all times.
- G. Employee Screening: Comply with Owner's requirements regarding child abuse, drug and background screening of Contractor personnel working on the Project site.
  1. Maintain list of approved screened personnel with Owner's Representative.
- H. Employee Conduct:
  1. Controlled Substances: Use of tobacco products, vape/e-cigarettes, alcohol, drugs, firearms and other controlled substances on the District property is not permitted.
  2. Obey posted speed limits.
  3. No profanity or fighting.
  4. Shirts shall be worn at all times.
  5. Hard hats, safety glasses and ear protection as required by OSHA shall be utilized.
  6. Trash shall be cleaned up daily.

**1.11 SPECIFICATION FORMATS AND CONVENTIONS**

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 33-division format and CSI/CSC's "MasterFormat" numbering system.
  1. Section Identification: The Specifications use Section numbers and titles to help cross-referencing in the Contract Documents. Sections in the Project Manual are in numeric sequence; however, the sequence is incomplete because all available Section numbers are not used. Consult the table of contents at the beginning of the Project Manual to determine numbers and names of Sections in the Contract Documents.
  2. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- C. Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.
- D. Drawing Coordination: Requirements for materials and products identified on the Drawings are described in detail in the Specifications. One or more of the following are used on the Drawings to identify materials and products:
  1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  2. Abbreviations: Materials and products are identified by abbreviations published as part of the U.S. National CAD Standard and scheduled on Drawings.
  3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

**24-SDL-03 MCCASKEY HIGH SCHOOL STADIUM PROJECTS  
SCHOOL DISTRICT OF LANCASTER PROJECT # CP802**

1.12 MISCELLANEOUS PROVISIONS

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

**END OF SECTION 01 10 00**

## BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project Name:	McCaskey High School Stadium Projects
General Description:	Renovations to the existing bleachers and buildings under bleachers, renovations to concessions stand, associated sitework, ADA improvements.
Project Locality	Lancaster, PA
Awarding Agency:	School District of Lancaster
Contract Award Date:	2/18/2025
Serial Number:	24-10954
Project Classification:	Building/Highway
Determination Date:	12/30/2024
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Lancaster County

# BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-10954 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$40.00	\$29.86	\$69.86
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$38.27	\$18.18	\$56.45
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$38.62	\$19.68	\$58.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$40.47	\$19.68	\$60.15
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2026		\$42.32	\$19.68	\$62.00
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$35.06	\$17.72	\$52.78
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$36.56	\$17.72	\$54.28
Cement Finishers & Plasterers	4/30/2023		\$28.23	\$22.27	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$30.23	\$22.27	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Masons	5/1/2023		\$34.05	\$21.25	\$55.30
Cement Masons	5/1/2024		\$35.00	\$21.30	\$56.30
Dockbuilder, Pile Drivers	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder, Pile Drivers	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder, Pile Drivers	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder, Pile Drivers	5/1/2026		\$56.98	\$37.99	\$94.97
Dockbuilder/Pile Driver Diver	5/1/2023		\$58.41	\$41.74	\$100.15
Dockbuilder/Pile Driver Diver	5/1/2024		\$61.54	\$41.74	\$103.28
Dockbuilder/Pile Driver Diver	5/1/2025		\$64.35	\$41.74	\$106.09
Dockbuilder/Pile Driver Diver	5/1/2026		\$66.54	\$41.74	\$108.28
Dockbuilder/pile driver tender	5/1/2023		\$50.48	\$37.99	\$88.47
Dockbuilder/pile driver tender	5/1/2024		\$52.98	\$37.99	\$90.97
Dockbuilder/pile driver tender	5/1/2025		\$55.23	\$37.99	\$93.22
Dockbuilder/pile driver tender	5/1/2026		\$56.98	\$37.99	\$94.97
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Drywall Finisher	5/1/2024		\$30.33	\$22.79	\$53.12
Electricians	9/1/2022		\$40.52	\$25.63	\$66.15
Electricians	9/1/2023		\$42.02	\$25.69	\$67.71
Electricians	9/2/2024		\$44.52	\$26.83	\$71.35
Elevator Constructor	1/1/2023		\$56.46	\$38.36	\$94.82
Elevator Constructor	1/1/2024		\$60.76	\$39.19	\$99.95
Elevator Constructor	1/1/2025		\$63.40	\$40.03	\$103.43
Floor Coverer	5/1/2023		\$36.21	\$18.36	\$54.57
Floor Coverer	5/1/2024		\$37.64	\$18.36	\$56.00
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89

# BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-10954 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Glazier	5/1/2024		\$32.46	\$20.93	\$53.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2024		\$37.26	\$32.63	\$69.89
Laborers (Class 01 - See notes)	5/1/2023		\$23.26	\$18.03	\$41.29
Laborers (Class 02 - See notes)	5/1/2023		\$25.26	\$18.03	\$43.29
Laborers (Class 03 - See notes)	4/30/2023		\$26.47	\$18.22	\$44.69
Laborers (Class 04 - See notes)	4/30/2023		\$27.97	\$18.22	\$46.19
Laborers (Class 05 - See notes)	4/30/2023		\$28.47	\$18.22	\$46.69
Laborers (Class 06 - See notes)	5/1/2023		\$25.26	\$18.03	\$43.29
Marble Mason	5/1/2023		\$34.80	\$17.74	\$52.54
Marble Mason	5/1/2024		\$35.25	\$19.24	\$54.49
Marble Mason	5/1/2025		\$37.20	\$19.24	\$56.44
Marble Mason	5/1/2026		\$39.15	\$19.24	\$58.39
Millwright	6/1/2023		\$39.21	\$22.95	\$62.16
Millwright	6/1/2024		\$41.07	\$22.95	\$64.02
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Building, Class 01 - See Notes)	5/1/2023		\$42.57	\$29.24	\$71.81
Operators (Building, Class 01 - See Notes)	5/1/2024		\$43.73	\$30.08	\$73.81
Operators (Building, Class 01 - See Notes)	5/1/2025		\$44.89	\$30.92	\$75.81
Operators (Building, Class 01 - See Notes)	5/1/2026		\$46.05	\$31.76	\$77.81
Operators (Building, Class 01A - See Notes)	5/1/2023		\$44.82	\$29.90	\$74.72
Operators (Building, Class 01A - See Notes)	5/1/2024		\$45.98	\$30.74	\$76.72
Operators (Building, Class 01A - See Notes)	5/1/2025		\$47.14	\$31.58	\$78.72
Operators (Building, Class 01A - See Notes)	5/1/2026		\$48.30	\$32.42	\$80.72
Operators (Building, Class 02 - See Notes)	5/1/2023		\$42.29	\$29.15	\$71.44
Operators (Building, Class 02 - See Notes)	5/1/2024		\$43.45	\$29.99	\$73.44
Operators (Building, Class 02 - See Notes)	5/1/2025		\$44.61	\$30.83	\$75.44
Operators (Building, Class 02 - See Notes)	5/1/2026		\$45.77	\$31.67	\$77.44
Operators (Building, Class 02A - See Notes)	5/1/2023		\$44.54	\$29.82	\$74.36
Operators (Building, Class 02A - See Notes)	5/1/2024		\$45.70	\$30.66	\$76.36
Operators (Building, Class 02A - See Notes)	5/1/2025		\$46.86	\$31.50	\$78.36
Operators (Building, Class 02A - See Notes)	5/1/2026		\$48.02	\$32.34	\$80.36
Operators (Building, Class 03 - See Notes)	5/1/2023		\$39.57	\$28.34	\$67.91
Operators (Building, Class 03 - See Notes)	5/1/2024		\$40.73	\$29.18	\$69.91
Operators (Building, Class 03 - See Notes)	5/1/2025		\$41.88	\$30.03	\$71.91
Operators (Building, Class 03 - See Notes)	5/1/2026		\$43.04	\$30.87	\$73.91
Operators (Building, Class 04 - See Notes)	5/1/2023		\$38.42	\$28.02	\$66.44
Operators (Building, Class 04 - See Notes)	5/1/2024		\$39.59	\$28.85	\$68.44
Operators (Building, Class 04 - See Notes)	5/1/2025		\$40.74	\$29.70	\$70.44
Operators (Building, Class 04 - See Notes)	5/1/2026		\$41.90	\$30.54	\$72.44
Operators (Building, Class 05 - See Notes)	5/1/2023		\$37.97	\$27.89	\$65.86
Operators (Building, Class 05 - See Notes)	5/1/2024		\$39.13	\$28.73	\$67.86

# BUREAU OF LABOR LAW COMPLIANCE PREVAILING WAGES PROJECT RATES

Project: 24-10954 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 05 - See Notes)	5/1/2025		\$40.30	\$29.56	\$69.86
Operators (Building, Class 05 - See Notes)	5/1/2026		\$41.45	\$30.41	\$71.86
Operators (Building, Class 06 - See Notes)	5/1/2023		\$37.10	\$27.62	\$64.72
Operators (Building, Class 06 - See Notes)	5/1/2024		\$38.26	\$28.46	\$66.72
Operators (Building, Class 06 - See Notes)	5/1/2025		\$39.42	\$29.30	\$68.72
Operators (Building, Class 06 - See Notes)	5/1/2026		\$40.58	\$30.14	\$70.72
Operators (Building, Class 07A- See Notes)	5/1/2023		\$51.63	\$33.34	\$84.97
Operators (Building, Class 07A- See Notes)	5/1/2024		\$53.10	\$34.27	\$87.37
Operators (Building, Class 07A- See Notes)	5/1/2025		\$54.56	\$35.21	\$89.77
Operators (Building, Class 07A- See Notes)	5/1/2026		\$56.03	\$36.14	\$92.17
Operators (Building, Class 07B- See Notes)	5/1/2023		\$51.28	\$33.24	\$84.52
Operators (Building, Class 07B- See Notes)	5/1/2024		\$52.75	\$34.17	\$86.92
Operators (Building, Class 07B- See Notes)	5/1/2025		\$54.22	\$35.10	\$89.32
Operators (Building, Class 07B- See Notes)	5/1/2026		\$55.69	\$36.03	\$91.72
Painters Class 1 (see notes)	5/1/2023		\$27.02	\$17.54	\$44.56
Painters Class 1 (see notes)	5/1/2024		\$27.59	\$18.08	\$45.67
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Piledrivers	5/1/2021		\$43.73	\$37.99	\$81.72
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
Plasterers	5/1/2024		\$32.93	\$21.08	\$54.01
Plumber/Pipefitter	5/1/2023		\$41.36	\$29.72	\$71.08
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sign Makers and Hangars	7/15/2024		\$32.32	\$25.82	\$58.14
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$35.66	\$20.76	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$36.42	\$20.76	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$36.44	\$22.51	\$58.95
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2023		\$32.91	\$15.49	\$48.40
Tile & Marble Finisher	5/1/2024		\$33.36	\$16.99	\$50.35
Tile & Marble Finisher	5/1/2025		\$35.31	\$16.99	\$52.30

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

<b>Project: 24-10954 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Tile & Marble Finisher	5/1/2026		\$37.26	\$16.99	\$54.25
Tile Setter	5/1/2023		\$34.80	\$17.74	\$52.54
Tile Setter	5/1/2024		\$35.25	\$19.24	\$54.49
Tile Setter	5/1/2025		\$37.20	\$19.24	\$56.44
Tile Setter	5/1/2026		\$39.15	\$19.24	\$58.39
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60
Window Film / Tint Installer	6/1/2024		\$26.37	\$14.83	\$41.20