

ADDENDUM NO. 1

MAY 26,2022

PAGE 1

The contents of this Addendum alter and amend the drawings and specifications and take precedence over the related items therein. Bidders shall include the cost of all items in their Bids.

GENERAL INFORMATION

1. Pre-Bid meeting minutes and Sign-In Sheet, dated May 24,2022, 7 pages, is attached to and made part of this addendum.

SPECIFICATIONS

1. **Section 002113, INSTRUCTIONS TO BIDDERS. DELETE** Instructions to Bidders, AIA Document A701-1997 and **replace with** Instructions to Bidders, AIA Document A701-2018, 8 pages, which is attached to and made a part of this Addendum.
2. **Section 002114 – SUPPLEMENTARY INSTRUCTION TO BIDDERS. DELETE** in its entirety and **replace with** Section 002114, Supplementary Instructions to Bidders, 8 pages, which is attached to and made a part of this Addendum. Revisions by the Owner's Solicitor are indicated in red font.
 - a) Page 002114-3, item 1.9, Performance Bond and Payment Bond. The attached Payment Bond, 4 pages, and Performance Bond, 4 pages, are the only forms for these bonds that shall be submitted by the successful bidders.
3. **Section 007300 – SUPPLEMENTARY CONDITIONS TO THE CONTRACT. DELETE** in its entirety and **replace with** Section 007300, Supplementary Conditions to the Contract, 23 pages, which is attached to and made apart of this Addendum. Revisions by the Owner's Solicitor are indicated in red font.
4. **Section 012160, PREVAILING WAGE RATES, DELETE** Paragraph 1.2.A and **REPLACE** with the following:
 - A. The Pennsylvania Prevailing Minimum Wage Rates Schedule, Serial #22-04590 dated 4/21/2022, 14 pages, which is attached to, and made a part of this Addendum.
5. **Section 323300, SITE FURNISHINGS**, Page 323300-2, Paragraph B.1, **CHANGE** Type "A" bollard height from 30-inch height to 36-inch height.
6. **Section 233950, INDUSTRIAL VENTILATION EQUIPMENT**. Page 233950-1, paragraph 2.1.I, **DELETE** the original text in its entirety and replace with the following:
 - I. Provide one complete set of filters for initial installation and one additional replacement main filter, 95% 80 sq. ft. media bag filter.

DRAWINGS

1. **Sheet A-601: REVISE** the head, jamb, and sill detail reference numbers on the Door Schedule and Details, see attached SD-001, which is attached to and made part of this addendum.
2. **Sheet A-602: ADD** sill details for doors 101A, 108A, 109C thru S-4. See attached SD-001 Door Schedule and Details, which is attached and made part of this addendum.

3. **Sheet H-105 Floor and Mezzanine Plans - HVAC; Refer to Keyed Drawing Notes 2 and 3 and delete the original text in its entirety and replace with the following verbiage:**
 2. Reinstall salvaged dust collector (Air Flow Systems F120), thoroughly clean interior of all reused salvaged galvanized steel ductwork and associated system components from the previous installation. Provide new galvanized steel ductwork as required to accommodate new system layout. Reinstall all salvaged blast gates, fittings transitions and flexible hoses as required to reconnect all buffers/grinders and surface grinders. Provide (1) new additional 4"x4"x4" Yee fitting and the required transitions and flexible hoses needed to connect the added sander. Furnish a new aluminum mesh pre-filter and a new 95% main filter and install them into the existing unit, (field verify unit's filter size and type prior to ordering replacements).
 3. Remove existing ambient air cleaner (Air Flow Systems F-70R), rotate unit 180° (to provide a circular air pattern between both rooms) and reinstall unit in same location and at same height. Furnish new unit filters, Stage 1 - 2"x10 sq. ft. poly pad pre-filter and a Stage 2 - 98% multi pocket bag filter with 66 sq. ft. of media and install them into the existing unit, (field verify unit's filter sizes and types prior to ordering replacements).
 4. In upper level of 3D Fabrication 7, the (2) two existing ambient air cleaners (Air King model M-25 WA) shall remain. Furnish new filters for each unit, Stage 1 - 2" x 10 sq. ft. poly pad pre-filter and a Stage 2 - 98% multi pocket bag filter with 110 sq. ft. of media and install them into each existing unit, (field verify unit's filter sizes and types prior to ordering replacements).
4. **Sheet E-002 Partial Overall Floor Plan; Refer to Keyed Drawing Notes, Delete Drawing Note No.9 and replace with the following:** Electrical Contractor shall be responsible to disconnect all existing 3D Manufacturing equipment for removal. Electrical Contractor shall disconnect and remove all associated equipment conduit and wiring back to source (existing bus duct or panelboard). Bus Duct disconnect opening shall be plugged so conduit/SJO cord opening is closed. All existing 3D Manufacturing equipment shall be relocated to new space by G.C. Electrical Contractor shall be responsible to reconnect all existing 3D Manufacturing equipment once relocated to new space. Electrical Contractor shall be responsible to document all existing equipment circuitry (voltage, phase, amps) prior to disconnecting the existing equipment. Refer to all Project General Electrical and Demolition Notes on Drawing E-201.
5. **Sheet ED-104 Electrical Demolition Plan; Refer to Keyed Drawing Notes, Delete Drawing Note No.9 and replace with the following:** Electrical Contractor shall be responsible to disconnect all existing Welding equipment for removal. Electrical Contractor shall disconnect and remove all associated equipment conduit and wiring back to source (existing panelboard). All existing Welding equipment shall be relocated to new space by G.C. Electrical Contractor shall be responsible to reconnect all existing Welding equipment once relocated to new space. Electrical Contractor shall be responsible to document all existing equipment circuitry (voltage, phase, amps) prior to disconnecting the existing equipment. Refer to all Project General Electrical and Demolition Notes on Drawing E-201.
6. **Sheet ED-104 Electrical Demolition Plan; Refer to Keyed Drawing Notes, Add Drawing Note No.10:** Electrical Contractor shall be responsible to disconnect all existing Carpentry equipment for removal. Electrical Contractor shall disconnect and remove all associated equipment conduit and wiring back to source (existing panelboard). All existing Carpentry equipment shall be removed by others. Refer to all Project General Electrical and Demolition Notes on Drawing E-201.

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7. **Sheet ED-104 Electrical Demolition Plan;** Refer to existing Carpentry Shop (right side of existing Welding Shop); Add Drawing Note No.10 to this space. Electrical Contractor shall be responsible to disconnect all existing Carpentry equipment for removal.

END.
MUHLENBERG GREENE ARCHITECTS, LTD.

JAS/lev

Attachments

- Pre-Bid Meeting Minutes and Sign-in Sheet, dated May 24, 2022, 7 pages
- Instructions to Bidders, AIA Document A701-2018, 8 pages
- 002114, Supplementary Instructions to Bidders, 7 pages
- Prevailing Wage Project Rates, dated April 21, 2022, 14 pages
- Payment Bond, 4 pages
- Performance Bond, 4 pages
- 007300, Supplementary Conditions to the Contract, 23 pages
- SD-001, Door Schedule and Details, dated May 25, 2022, 1 page

In Attendance:

Eric Kahler, Administrative Director

James A. Sarro, AIA

Brad Blankenbiller

Bob Chubb, PE

John Schulze, PA

Reading Muhlenberg Career and
Technology Center (RMCTC)

Muhlenberg Greene Architects, Ltd. (MGA)

Muhlenberg Greene Architects, Ltd. (MGA)

Consolidated Engineers (CE)

Consolidated Engineers (CE)

Other Attendees as per Sign-In Sheet

Distribution (Via Addendum No. 1):

The following minutes are intended to provide a summary of the issues and topics discussed relevant to the Pre-Bid Conference for the Program Upgrades project for the Reading Muhlenberg Career and Technology Center. All attendees are requested to review the information and notify Muhlenberg Greene Architects of any needed corrections or additions to these minutes. These Pre-Bid Meeting Minutes have been attached to Addendum #1 for the referenced Project and are to be considered part of the Bidding Documents.

Respectfully submitted,

MUHLENBERG GREENE ARCHITECTS, LTD.



James A. Sarro, AIA, LEED AP
Principal

JAS/lev

Attachment:

- Sign-In Sheet

I. INTRODUCTION

- A. Owner – Reading Muhlenberg Career and Technology Center
 - a. Eric Kahler, Administrative Director
 - b. Chad Heffner, Supervisor of Buildings and Grounds
- B. Architect – Muhlenberg Greene Architects
 - a. James A. Sarro, AIA
 - b. Brad Blankenbiller
- C. Engineer – Consolidated Engineering
 - a. Bob Chubb, PE
 - b. John Schulze, PE

II. BIDDING REQUIREMENTS

- 2.1 There will be Four (4) Prime contractors on this project, General, Plumbing, HVAC, and Electrical.
- 2.2 Bids are due **Wednesday June 8, 2022 at 2:00 p.m.**, at the Reading Muhlenberg Career and Technology Center Administration Office, located at 2615 Warren Road, Reading PA 19604. Prevailing time for delivery of bids will be based according to the clock in the Administration Office. Public opening and reading will take place at this time.
- 2.2 Please review the bidding requirements and instruction to bidders carefully and ensure all required information is provided. Incomplete bid packages will be disqualified.
- 2.3 Questions and requests for clarification or interpretations of the Bid Documents shall be made in writing to the Architect no later than end of day Thursday, June 2, 2022. No verbal questions from bidders will be reviewed or accepted. E-Mailed questions are considered a form of written RFI. When e-mailing questions, please copy jims@mg-architects.com , bradb@mg-architects.com and laurenv@mg-architects.com on all correspondence.
 - a. RFI's, Substitution Requests, etc. must be submitted in writing to the office of MGA regardless of the Prime Contract being bid. We will distribute them to our consultants, as required, and respond in writing to you. Any clarification or change to the Project Documents will be identified in an Addendum. If it is not identified in an Addendum, it is not an official change to the Project Documents, bidders are obligated to meet the scope of work indicated in the project documents and addenda.
 - b. Verbal responses from the Architect or its Consultants are not considered an official change to the contract requirements.

- c. Bidders shall be required to acknowledge receipt of all issued Addenda as part of their bid package. Failure to acknowledge receipt of all Addenda MAY disqualify your bid, however, it WILL NOT absolve a bidder from meeting the project requirements set forth in each Addenda.
- 2.4 Two (2) original copies of the Bid Proposal Form must be submitted. Any revisions to the Bid Proposal Forms will be provided by Addendum.
- a. Two (2) copies of a Non-Collusive Affidavit must accompany the Bid Proposal Form; at least one (1) copy must be an original.
 - b. Each Bid Proposal Form must be accompanied by security in the form of a certified check, certified bank treasurer's check, bank cashier's check, or bid bond provided in the bidding documents, in the amount of ten percent (10%) of the total amount of the Bid drawn to the order of the Reading Muhlenberg Career and Technology Center. Bonds must be submitted in duplicate - at least one (1) copy must be an original. Costs of bonds are to be included in contractor's Base Bid.
 - c. All spaces provided on the Bid Form that apply to a particular prime contract must be filled in completely.
 - d. Do not qualify any item or portion on the Bid Form.
 - e. Voluntary alternates are not allowed and will disqualify the bid.
 - f. Any Bid submitted which does not comply with these requirements may be rejected as non-conforming.
 - h. Contractor Qualification Statements, using AIA Document A305, must also include a minimum of three references from recent projects, similar in scope to the contracted work planned for this project. The references must include direct contact information with an individual who was involved in the project cited and is familiar with your services.
- 2.5 Pennsylvania Prevailing Wage Rates are applicable to this Project. Certified payroll documents must be submitted **with** each payment application.
- 2.6 All Contractors must abide by the School rules of no use of drug, alcohol or tobacco (Including chew products). There is to be no contact between the contractors and the students at any time.
- 2.7 RMCTC will issue to each Prime Contractors name badges for each of their employees and sub-contractors for the days these workers are inside the existing building while students are present. The name badges are to be worn at all times while inside the building. Name tags will not be required for work outside of the existing building.

- 2.8 Payment and Performance Bonds are required. Costs of bonds are to be included in contractor's Base Bid.
- 2.9 Carefully review the Multiple Contract Summary for additional scopes of work, Bid Inclusions, or labor and materials that are to be included as part of the base bid. Any items not used will be credited back to the owner based on the unit prices provided. Each bidder is to provide all required unit prices listed under THEIR contract. Specific items are in addition to the scope of work identified and are only for use if needed as a result of unknown conditions. Unit Prices apply to these provisions. This additional work is to be included as a separate line item on the schedule of values.
- 2.10 Specific scope items indicated under Unit Prices are ADDITIONAL to the scope of work identified in the bid package. Each additional unit price is to be included on a separate line on of the Schedule of Values, but is NOT to be included in the base bid amount.
- 2.11 Carefully review the Summary of Work and Toilet, Bath, and Laundry Accessories specification sections for items that are to be furnished by the owner and installed by the contractor.
- 2.12 Carefully review the scopes of work listed in the Summary of Multiple Contracts for items that are to be provided by a specific Prime Contractor and installed by another. For example, the curbs for new roof top units are to be provided by the HC and installed by the GC.
- 2.13 Carefully review the Quality Requirements, Multiple Contract Summary, and individual specification sections for responsibilities for Testing and Inspections.
- 2.14 Additional site visits may be scheduled for May 26th, 27th, and 31st. Contractors must schedule their visits through Chad Hefner, 610-921-7300.

III. PROJECT SCHEDULE

- 3.1 Expected award of contract and issuing of the Notice to Proceed is July 2022. Construction starting dates are as follows:
- Welding Building starting August 2022 and must be completed no later than May 1, 2023.
 - Construction within the buildings starting June 7, 2023, or following the last day for the students, and must be completed no later than August 14, 2023.
- 3.2 Liquidated damages are included in the contract. The Notice to Proceed will initiate the preconstruction phase work, including the submission of Product Information and Shop Drawings thus providing ample time for delivery of products to the site. Particular attention is to be paid to long lead time items. Timely completion of the work is the responsibility of the contractors. Requests for time extension resulting from product lead times will not be approved.
- 3.3 The project will continue while school is in session. All construction activities must be restricted to the designated areas. All contractors must have clearances submitted and approved by the School prior to access to the site.
- 3.4 Access to the buildings will be restricted and must be coordinated with the school.
- 3.5 A Pre-Construction Meeting will be scheduled once the contracts have been awarded, it is anticipated that this meeting will take place at the end of July. Please ensure that each prime contractor will have a representative available at that time.

IV. MISCELLANEOUS ISSUES

- 4.1 Project coordination is as described in the Project Manual and is to be provided under the GC contract. The project coordinator shall maintain communication and coordinate with the project coordinator for the other work being performed at the School.
- 4.2 Each prime contractor shall comply with all applicable provisions of Pennsylvania's Public Work Employment Verification Act and will be required of all contractors' employees and their subcontractors. Paperwork must be submitted for review by the School prior to access to the project site. Access will be denied for those without active and non-expired clearances (less than five years old for all documents).
- a. The method of providing clearances shall be by providing copies of original documents for each employee expected to work on site. The submission package shall include a notarized statement on company letterhead stating

that originals are being kept on file and will be available upon request with a list of submitted employees noted within the statement.

- b. Clearances are to be provided directly to the School.
- 4.3 Compliance with OSHA Regulations and Safety Requirements will be the responsibility of each prime contractor.
 - 4.4 Prime Contractors must provide insurance according to the limits outlined in the Project Manual.
 - 4.5 Work sequences and storage of materials must be reviewed and approved by the Architect before commencing the work or storing materials.
 - a. Contractors' use of the site is limited to the constraints shown on the drawings. The parking areas and driveways adjacent to the buildings will be used and must be kept open for use by staff, students, parents, school buses, and deliveries.
 - 4.6 MGA will submit for the building permit application. Each prime contractor is responsible for securing and paying for their respective permits and any other fees required by the local authority and should contact the reviewing agency to determine the approximate permit fee. Permit fees are to be included in your bid.
 - 4.7 The school district is a tax-exempt entity, if a contractor is claiming sales tax on an item, documentation must be provided showing the item is indeed subject to sales tax.
 - 4.8 Substitution requests are to be made to the architect no later than 10 days prior to bids being due. Specifications indicate requirements for substitution requests.

V. QUESTIONS/ANSWER

An opportunity to ask questions was provided with the acknowledgement that questions must be submitted in writing to receive formal responses. Contractors were advised to refer to the Addenda for any further clarification for answers to questions raised during the Pre-Bid Conference.

The question and answer session was concluded, and the Contractors could freely review the work areas within the school.

The above minutes are a summary in accordance with the author's understanding. Anyone requesting revisions or corrections must notify this office, in writing, within three (3) days of receipt of these minutes.

End of Minutes



SIGN-IN SHEET



Project: RMCTC-Program Upgrades	Pre-Bid Meeting
Proj. #: 4525A	Meeting Date: 5/24/2022

ATTENDANCE LIST

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Name (Print Clearly)	Title	Company	Phone	Email
Grant Straiton	Estimator	Balton Construction	951 317 8261	grant@baltonconstruction.com
Don Ballou	Estimator	Balton Construction	610-927-7838	Don@BaltonConstruction.com
CURT LEIBOLD	PM	LEIBOLD INC HVAC	570 573 5876	CURT.LEIBOLD@LEIBOLDHVAC.COM
Chad Heffner	PM	Leibold Inc. HVAC	610 781-1916	Chad.Heffner@LeiboldHVAC.com
DANIEL MOUNTZ	Estimator/PM	Hirweiser Electric	610.777.4892	danm@hirweiserelectric.com
BRYAN ESCHLEMAN	ESTIMATOR/PM	THE WANKO GROUP	484-256-5798	BRYANE@THEWANKOGROUP.COM
BOB GARMAN	ESTIMATOR/PM	THE WANKO GROUP	610-567-3603	bobg@THEWANKOGROUP.COM
Todd Cameron	Estimator	Uhrig Construction	484-256-6538	tcameron@uhrig.com
Jeff Frey	Estimator/PM	Heisey Mechanical	717-449-2108	JFrey@heiseymechanical.com
Tyler Thompson	Estimator	Viston Mechanical	610-396-6900	Ericungere@vistonmechanical.com
Steve SOSTAK	ESTIMATOR	E. R. Stuebner Inc	610-376-6625	SSOSTAK@ersecon.com
KEITH ARNOLD	PM/EST.	Dolan Construction	610-372-4664	kearnold@dolanconstructioninc.com
Gary Heune	PM/Est.	HB Frazer	610-603-0810	gheune@hbfraser.com

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AIA[®] Document A701[™] – 2018

Instructions to Bidders

for the following Project:

(Name, location, and detailed description)

THE OWNER:

(Name, legal status, address, and other information)

THE ARCHITECT:

(Name, legal status, address, and other information)

TABLE OF ARTICLES

- 1 **DEFINITIONS**
- 2 **BIDDER'S REPRESENTATIONS**
- 3 **BIDDING DOCUMENTS**
- 4 **BIDDING PROCEDURES**
- 5 **CONSIDERATION OF BIDS**
- 6 **POST-BID INFORMATION**
- 7 **PERFORMANCE BOND AND PAYMENT BOND**
- 8 **ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS**

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

FEDERAL, STATE, AND LOCAL LAWS MAY IMPOSE REQUIREMENTS ON PUBLIC PROCUREMENT CONTRACTS. CONSULT LOCAL AUTHORITIES OR AN ATTORNEY TO VERIFY REQUIREMENTS APPLICABLE TO THIS PROCUREMENT BEFORE COMPLETING THIS FORM.

It is intended that AIA Document G612[™]–2017, Owner's Instructions to the Architect, Parts A and B will be completed prior to using this document.

ARTICLE 1 DEFINITIONS

§ 1.1 Bidding Documents include the Bidding Requirements and the Proposed Contract Documents. The Bidding Requirements consist of the advertisement or invitation to bid, Instructions to Bidders, supplementary instructions to bidders, the bid form, and any other bidding forms. The Proposed Contract Documents consist of the unexecuted form of Agreement between the Owner and Contractor and that Agreement's Exhibits, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, all Addenda, and all other documents enumerated in Article 8 of these Instructions.

§ 1.2 Definitions set forth in the General Conditions of the Contract for Construction, or in other Proposed Contract Documents apply to the Bidding Documents.

§ 1.3 Addenda are written or graphic instruments issued by the Architect, which, by additions, deletions, clarifications, or corrections, modify or interpret the Bidding Documents.

§ 1.4 A Bid is a complete and properly executed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

§ 1.5 The Base Bid is the sum stated in the Bid for which the Bidder offers to perform the Work described in the Bidding Documents, to which Work may be added or deleted by sums stated in Alternate Bids.

§ 1.6 An Alternate Bid (or Alternate) is an amount stated in the Bid to be added to or deducted from, or that does not change, the Base Bid if the corresponding change in the Work, as described in the Bidding Documents, is accepted.

§ 1.7 A Unit Price is an amount stated in the Bid as a price per unit of measurement for materials, equipment, or services, or a portion of the Work, as described in the Bidding Documents.

§ 1.8 A Bidder is a person or entity who submits a Bid and who meets the requirements set forth in the Bidding Documents.

§ 1.9 A Sub-bidder is a person or entity who submits a bid to a Bidder for materials, equipment, or labor for a portion of the Work.

ARTICLE 2 BIDDER'S REPRESENTATIONS

§ 2.1 By submitting a Bid, the Bidder represents that:

- .1 the Bidder has read and understands the Bidding Documents;
- .2 the Bidder understands how the Bidding Documents relate to other portions of the Project, if any, being bid concurrently or presently under construction;
- .3 the Bid complies with the Bidding Documents;
- .4 the Bidder has visited the site, become familiar with local conditions under which the Work is to be performed, and has correlated the Bidder's observations with the requirements of the Proposed Contract Documents;
- .5 the Bid is based upon the materials, equipment, and systems required by the Bidding Documents without exception; and
- .6 the Bidder has read and understands the provisions for liquidated damages, if any, set forth in the form of Agreement between the Owner and Contractor.

ARTICLE 3 BIDDING DOCUMENTS

§ 3.1 Distribution

§ 3.1.1 Bidders shall obtain complete Bidding Documents, as indicated below, from the issuing office designated in the advertisement or invitation to bid, for the deposit sum, if any, stated therein.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall obtain Bidding Documents.)

§ 3.1.2 Any required deposit shall be refunded to Bidders who submit a bona fide Bid and return the paper Bidding Documents in good condition within ten days after receipt of Bids. The cost to replace missing or damaged paper documents will be deducted from the deposit. A Bidder receiving a Contract award may retain the paper Bidding Documents, and the Bidder's deposit will be refunded.

§ 3.1.3 Bidding Documents will not be issued directly to Sub-bidders unless specifically offered in the advertisement or invitation to bid, or in supplementary instructions to bidders.

§ 3.1.4 Bidders shall use complete Bidding Documents in preparing Bids. Neither the Owner nor Architect assumes responsibility for errors or misinterpretations resulting from the use of incomplete Bidding Documents.

§ 3.1.5 The Bidding Documents will be available for the sole purpose of obtaining Bids on the Work. No license or grant of use is conferred by distribution of the Bidding Documents.

§ 3.2 Modification or Interpretation of Bidding Documents

§ 3.2.1 The Bidder shall carefully study the Bidding Documents, shall examine the site and local conditions, and shall notify the Architect of errors, inconsistencies, or ambiguities discovered and request clarification or interpretation pursuant to Section 3.2.2.

§ 3.2.2 Requests for clarification or interpretation of the Bidding Documents shall be submitted by the Bidder in writing and shall be received by the Architect at least seven days prior to the date for receipt of Bids.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Bidders shall submit requests for clarification and interpretation.)

§ 3.2.3 Modifications and interpretations of the Bidding Documents shall be made by Addendum. Modifications and interpretations of the Bidding Documents made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3 Substitutions

§ 3.3.1 The materials, products, and equipment described in the Bidding Documents establish a standard of required function, dimension, appearance, and quality to be met by any proposed substitution.

§ 3.3.2 Substitution Process

§ 3.3.2.1 Written requests for substitutions shall be received by the Architect at least ten days prior to the date for receipt of Bids. Requests shall be submitted in the same manner as that established for submitting clarifications and interpretations in Section 3.2.2.

§ 3.3.2.2 Bidders shall submit substitution requests on a Substitution Request Form if one is provided in the Bidding Documents.

§ 3.3.2.3 If a Substitution Request Form is not provided, requests shall include (1) the name of the material or equipment specified in the Bidding Documents; (2) the reason for the requested substitution; (3) a complete description of the proposed substitution including the name of the material or equipment proposed as the substitute, performance and test data, and relevant drawings; and (4) any other information necessary for an evaluation. The request shall include a statement setting forth changes in other materials, equipment, or other portions of the Work, including changes in the work of other contracts or the impact on any Project Certifications (such as LEED), that will result from incorporation of the proposed substitution.

§ 3.3.3 The burden of proof of the merit of the proposed substitution is upon the proposer. The Architect's decision of approval or disapproval of a proposed substitution shall be final.

§ 3.3.4 If the Architect approves a proposed substitution prior to receipt of Bids, such approval shall be set forth in an Addendum. Approvals made in any other manner shall not be binding, and Bidders shall not rely upon them.

§ 3.3.5 No substitutions will be considered after the Contract award unless specifically provided for in the Contract Documents.

§ 3.4 Addenda

§ 3.4.1 Addenda will be transmitted to Bidders known by the issuing office to have received complete Bidding Documents.

(Indicate how, such as by email, website, host site/platform, paper copy, or other method Addenda will be transmitted.)

§ 3.4.2 Addenda will be available where Bidding Documents are on file.

§ 3.4.3 Addenda will be issued no later than four days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one which includes postponement of the date for receipt of Bids.

§ 3.4.4 Prior to submitting a Bid, each Bidder shall ascertain that the Bidder has received all Addenda issued, and the Bidder shall acknowledge their receipt in the Bid.

ARTICLE 4 BIDDING PROCEDURES

§ 4.1 Preparation of Bids

§ 4.1.1 Bids shall be submitted on the forms included with or identified in the Bidding Documents.

§ 4.1.2 All blanks on the bid form shall be legibly executed. Paper bid forms shall be executed in a non-erasable medium.

§ 4.1.3 Sums shall be expressed in both words and numbers, unless noted otherwise on the bid form. In case of discrepancy, the amount entered in words shall govern.

§ 4.1.4 Edits to entries made on paper bid forms must be initialed by the signer of the Bid.

§ 4.1.5 All requested Alternates shall be bid. If no change in the Base Bid is required, enter “No Change” or as required by the bid form.

§ 4.1.6 Where two or more Bids for designated portions of the Work have been requested, the Bidder may, without forfeiture of the bid security, state the Bidder’s refusal to accept award of less than the combination of Bids stipulated by the Bidder. The Bidder shall neither make additional stipulations on the bid form nor qualify the Bid in any other manner.

§ 4.1.7 Each copy of the Bid shall state the legal name and legal status of the Bidder. As part of the documentation submitted with the Bid, the Bidder shall provide evidence of its legal authority to perform the Work in the jurisdiction where the Project is located. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract. A Bid by a corporation shall further name the state of incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current power of attorney attached, certifying the agent’s authority to bind the Bidder.

§ 4.1.8 A Bidder shall incur all costs associated with the preparation of its Bid.

§ 4.2 Bid Security

§ 4.2.1 Each Bid shall be accompanied by the following bid security:

(Insert the form and amount of bid security.)

§ 4.2.2 The Bidder pledges to enter into a Contract with the Owner on the terms stated in the Bid and shall, if required, furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to furnish such bonds if required, the amount of the bid security shall be forfeited to the Owner as liquidated damages, not as a penalty. In the event the Owner fails to comply with Section 6.2, the amount of the bid security shall not be forfeited to the Owner.

§ 4.2.3 If a surety bond is required as bid security, it shall be written on AIA Document A310™, Bid Bond, unless otherwise provided in the Bidding Documents. The attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of an acceptable power of attorney. The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 4.2.4 The Owner will have the right to retain the bid security of Bidders to whom an award is being considered until (a) the Contract has been executed and bonds, if required, have been furnished; (b) the specified time has elapsed so that Bids may be withdrawn; or (c) all Bids have been rejected. However, if no Contract has been awarded or a Bidder has not been notified of the acceptance of its Bid, a Bidder may, beginning _____ days after the opening of Bids, withdraw its Bid and request the return of its bid security.

§ 4.3 Submission of Bids

§ 4.3.1 A Bidder shall submit its Bid as indicated below:

(Indicate how, such as by website, host site/platform, paper copy, or other method Bidders shall submit their Bid.)

§ 4.3.2 Paper copies of the Bid, the bid security, and any other documents required to be submitted with the Bid shall be enclosed in a sealed opaque envelope. The envelope shall be addressed to the party receiving the Bids and shall be identified with the Project name, the Bidder's name and address, and, if applicable, the designated portion of the Work for which the Bid is submitted. If the Bid is sent by mail, the sealed envelope shall be enclosed in a separate mailing envelope with the notation "SEALED BID ENCLOSED" on the face thereof.

§ 4.3.3 Bids shall be submitted by the date and time and at the place indicated in the invitation to bid. Bids submitted after the date and time for receipt of Bids, or at an incorrect place, will not be accepted.

§ 4.3.4 The Bidder shall assume full responsibility for timely delivery at the location designated for receipt of Bids.

§ 4.3.5 A Bid submitted by any method other than as provided in this Section 4.3 will not be accepted.

§ 4.4 Modification or Withdrawal of Bid

§ 4.4.1 Prior to the date and time designated for receipt of Bids, a Bidder may submit a new Bid to replace a Bid previously submitted, or withdraw its Bid entirely, by notice to the party designated to receive the Bids. Such notice shall be received and duly recorded by the receiving party on or before the date and time set for receipt of Bids. The receiving party shall verify that replaced or withdrawn Bids are removed from the other submitted Bids and not considered. Notice of submission of a replacement Bid or withdrawal of a Bid shall be worded so as not to reveal the amount of the original Bid.

§ 4.4.2 Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids in the same format as that established in Section 4.3, provided they fully conform with these Instructions to Bidders. Bid security shall be in an amount sufficient for the Bid as resubmitted.

§ 4.4.3 After the date and time designated for receipt of Bids, a Bidder who discovers that it made a clerical error in its Bid shall notify the Architect of such error within two days, or pursuant to a timeframe specified by the law of the jurisdiction where the Project is located, requesting withdrawal of its Bid. Upon providing evidence of such error to the reasonable satisfaction of the Architect, the Bid shall be withdrawn and not resubmitted. If a Bid is withdrawn pursuant to this Section 4.4.3, the bid security will be attended to as follows:

(State the terms and conditions, such as Bid rank, for returning or retaining the bid security.)

ARTICLE 5 CONSIDERATION OF BIDS

§ 5.1 Opening of Bids

If stipulated in an advertisement or invitation to bid, or when otherwise required by law, Bids properly identified and received within the specified time limits will be publicly opened and read aloud. A summary of the Bids may be made available to Bidders.

§ 5.2 Rejection of Bids

Unless otherwise prohibited by law, the Owner shall have the right to reject any or all Bids.

§ 5.3 Acceptance of Bid (Award)

§ 5.3.1 It is the intent of the Owner to award a Contract to the lowest responsive and responsible Bidder, provided the Bid has been submitted in accordance with the requirements of the Bidding Documents. Unless otherwise prohibited by law, the Owner shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Owner's judgment, is in the Owner's best interests.

§ 5.3.2 Unless otherwise prohibited by law, the Owner shall have the right to accept Alternates in any order or combination, unless otherwise specifically provided in the Bidding Documents, and to determine the lowest responsive and responsible Bidder on the basis of the sum of the Base Bid and Alternates accepted.

ARTICLE 6 POST-BID INFORMATION

§ 6.1 Contractor's Qualification Statement

Bidders to whom award of a Contract is under consideration shall submit to the Architect, upon request and within the timeframe specified by the Architect, a properly executed AIA Document A305™, Contractor's Qualification Statement, unless such a Statement has been previously required and submitted for this Bid.

§ 6.2 Owner's Financial Capability

A Bidder to whom award of a Contract is under consideration may request in writing, fourteen days prior to the expiration of the time for withdrawal of Bids, that the Owner furnish to the Bidder reasonable evidence that financial arrangements have been made to fulfill the Owner's obligations under the Contract. The Owner shall then furnish such reasonable evidence to the Bidder no later than seven days prior to the expiration of the time for withdrawal of Bids. Unless such reasonable evidence is furnished within the allotted time, the Bidder will not be required to execute the Agreement between the Owner and Contractor.

§ 6.3 Submittals

§ 6.3.1 After notification of selection for the award of the Contract, the Bidder shall, as soon as practicable or as stipulated in the Bidding Documents, submit in writing to the Owner through the Architect:

- .1 a designation of the Work to be performed with the Bidder's own forces;
- .2 names of the principal products and systems proposed for the Work and the manufacturers and suppliers of each; and
- .3 names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for the principal portions of the Work.

§ 6.3.2 The Bidder will be required to establish to the satisfaction of the Architect and Owner the reliability and responsibility of the persons or entities proposed to furnish and perform the Work described in the Bidding Documents.

§ 6.3.3 Prior to the execution of the Contract, the Architect will notify the Bidder if either the Owner or Architect, after due investigation, has reasonable objection to a person or entity proposed by the Bidder. If the Owner or Architect has reasonable objection to a proposed person or entity, the Bidder may, at the Bidder's option, withdraw the Bid or submit an acceptable substitute person or entity. The Bidder may also submit any required adjustment in the Base Bid or Alternate Bid to account for the difference in cost occasioned by such substitution. The Owner may accept the adjusted bid price or disqualify the Bidder. In the event of either withdrawal or disqualification, bid security will not be forfeited.

§ 6.3.4 Persons and entities proposed by the Bidder and to whom the Owner and Architect have made no reasonable objection must be used on the Work for which they were proposed and shall not be changed except with the written consent of the Owner and Architect.

ARTICLE 7 PERFORMANCE BOND AND PAYMENT BOND

§ 7.1 Bond Requirements

§ 7.1.1 If stipulated in the Bidding Documents, the Bidder shall furnish bonds covering the faithful performance of the Contract and payment of all obligations arising thereunder.

§ 7.1.2 If the furnishing of such bonds is stipulated in the Bidding Documents, the cost shall be included in the Bid. If the furnishing of such bonds is required after receipt of bids and before execution of the Contract, the cost of such bonds shall be added to the Bid in determining the Contract Sum.

§ 7.1.3 The Bidder shall provide surety bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 7.1.4 Unless otherwise indicated below, the Penal Sum of the Payment and Performance Bonds shall be the amount of the Contract Sum.

(If Payment or Performance Bonds are to be in an amount other than 100% of the Contract Sum, indicate the dollar amount or percentage of the Contract Sum.)

§ 7.2 Time of Delivery and Form of Bonds

§ 7.2.1 The Bidder shall deliver the required bonds to the Owner not later than three days following the date of execution of the Contract. If the Work is to commence sooner in response to a letter of intent, the Bidder shall, prior to commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished and delivered in accordance with this Section 7.2.1.

§ 7.2.2 Unless otherwise provided, the bonds shall be written on AIA Document A312, Performance Bond and Payment Bond.

§ 7.2.3 The bonds shall be dated on or after the date of the Contract.

§ 7.2.4 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix to the bond a certified and current copy of the power of attorney.

ARTICLE 8 ENUMERATION OF THE PROPOSED CONTRACT DOCUMENTS

§ 8.1 Copies of the proposed Contract Documents have been made available to the Bidder and consist of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction, unless otherwise stated below.
(Insert the complete AIA Document number, including year, and Document title.)
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013.)

.5 Drawings

Number	Title	Date
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.6 Specifications

Section	Title	Date	Pages
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.7 Addenda:

Number	Date	Pages
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.8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017.)

The Sustainability Plan:

Title	Date	Pages
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Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
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.9 Other documents listed below:

(List here any additional documents that are intended to form part of the Proposed Contract Documents.)

SECTION 002114 - SUPPLEMENTARY INSTRUCTIONS TO BIDDERS (REVISED ADDENDUM 1)

THE FOLLOWING SUPPLEMENTS MODIFY, CHANGE, DELETE FROM, OR ADD TO THE "INSTRUCTIONS TO BIDDERS," AIA DOCUMENT A701-2018. WHERE ANY ARTICLE OF THE INSTRUCTIONS TO BIDDERS IS MODIFIED, OR ANY PARAGRAPH, SUBPARAGRAPH, OR CLAUSE THEREOF IS MODIFIED OR DELETED BY THESE SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, THE UNALTERED PROVISIONS OF THAT ARTICLE, PARAGRAPH, SUBPARAGRAPH, OR CLAUSE SHALL REMAIN IN EFFECT. IN THE EVENT OF ANY DISCREPANCY BETWEEN THE INSTRUCTIONS TO BIDDERS AND THESE SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, THESE SUPPLEMENTARY INSTRUCTIONS TO BIDDERS SHALL CONTROL.

ARCHITECT:

Muhlenberg Greene Architects, Ltd.
955 Berkshire Boulevard, Suite 101
Wyomissing, PA 19610-1278

OWNER:

Reading Muhlenberg Career & Technology Center
2615 Warren Road
Reading, PA 19604

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

1.1 DOCUMENTS:

- A. Bona fide Prime Contract Bidders may obtain a complete set of Drawings and Project Manual from the Architect.
- B. Delete in its entirety Article ~~3.1.2 3.1.4~~ of the Instructions to Bidders (AIA Document A701-2018) and replace with the following: "Bidders may obtain complete sets of Bidding Documents from the issuing office designated in the Advertisement or Invitation to Bid."

1.2 EXAMINATION:

- A. Bidders shall CAREFULLY EXAMINE the Documents and the construction Site to obtain first-hand knowledge of existing condition and limitations. FAILURE TO VISIT THE SITE WILL NOT RELIEVE THE CONTRACTOR OF RESPONSIBILITY FOR SAME nor will extra payment requests be considered for conditions which could have been determined by examination of the Site and Documents.
- B. Existing Conditions: It is required that all prime Contract Bidders visit the site to become familiar with existing conditions which affect the Work. Subcontract Bidders are encouraged to visit the site also.
 - 1. In addition to the Pre-Bid conference, the School will establish additional dates the building will be available for bidders to visit. All bidders wishing to visit on any of the scheduled days must schedule their visit with Chad Heffner, Facilities, by calling 610-921-7300.
- C. Pre-Bid Conference: A mandatory pre-bid conference will be held as announced in the INVITATION TO BID.

1.3 QUESTIONS:

- A. Submit all questions about the Drawings and Project Manual to the Architect, in writing. Replies will be issued to all Prime Bidders of record as Addenda to the Drawings and Specifications and will become part of the Contract. If any item of Work is shown on the Drawings and not specified or mentioned in the Specifications and not shown on the Drawings, the matter should be brought to the attention of the Architect during bidding so an addendum can be issued correcting the omission. If such correction is not made, the Work in question shall be considered to be required as if it has been specified and shown ~~in the Specifications on the Drawings~~. The Architect WILL NOT BE RESPONSIBLE FOR ORAL CLARIFICATION. Questions received less than ~~seven (7) four (4)~~ working days before the bid opening cannot be answered.

1.4 PRE-BID SUBSTITUTIONS:

- A. Bids shall be based on the products or manufacturers specified. This is not intended to eliminate competition from other manufacturers other than those specified. Any bidder who desires to substitute materials or equipment which he believes to be equal to those specified, must submit a written request for substitution to the Architect as specified in Sections 012500 and 016000 at least ~~ten (10) 7~~ days prior to the bid due date.

1.5 BASIS OF BID:

- A. The bidder must include any Alternates and Unit Cost items as may be shown on the BID FORM, failure to comply may be cause for rejection of Bid. If Alternates or Unit Prices involve no change in cost or are not applicable (N/A), Bidder shall indicate such on the BID FORM.
- B. No combination of Bids or assignments will be considered unless so noted in the bidding documents.
- C. Failure to acknowledge any addendum or any other item listed on the BID FORM may be cause for rejection of the bid.

1.6 PREPARATION OF BIDS:

- A. Bids shall be made on unaltered BID FORMS. **Fill in all blank spaces and submit two (2) copies.**
- B. Bids shall be signed in ink with name typed below signature. Where Bidder is a corporation, Bids must be signed with the legal name of the corporation followed by the name of the State of incorporation and the legal signature of an officer authorized to bind the corporation to a contract. ALL UNSIGNED BIDS SHALL BE REJECTED.
- C. Bidders shall submit, with their bid, two fully executed copies of
 1. Non-Collusive Affidavit.
 2. Contractor's Qualification Statement, AIA Document A305. (Note: Financial Statement need not be submitted with bid but ~~will may~~ be required prior to award.)

1.7 QUALITY ASSURANCE:

- A. The Bidder/ Contractor and Subcontractors shall employ only qualified, experienced supervisors and skilled workmen experienced in the type of construction and installations specified for this project.

1.8 BID SECURITY:

- A. Bid Security is required as outlined in the INVITATION TO BID.

1.9 PERFORMANCE BOND AND PAYMENT BOND:

- A. Successful Bidders shall be required to furnish and pay for Bonds covering faithful performance of the Contract and payment of all obligations arising there under. Furnish Bonds in the amount of 100% of ~~the Contract Price Bid sum~~ and ~~only on in~~ such forms ~~included in the Bidding Documents as the Owner may prescribe~~ and with Surety Company acceptable to the Owner. The bond cost must be included in the bid amount.
- B. The Contractor shall deliver said Bonds to the Owner not later than ten (10) days after issuance of the Intention to Award ~~or Notice to Proceed~~ and prior to ~~the Owner's execution of executing~~ the Agreement. Failure or neglecting to deliver said Bonds, as specified, ~~may, in the Owner's sole discretion, shall~~ be considered as having abandoned the Contract and the Bid Security will be retained as liquidated damages.

1.10 NO-LIEN:

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

1.11 SUBMITTAL:

- A. Submit Bid in accordance with the INVITATION TO BID.

1.12 MODIFICATION AND WITHDRAWAL:

- A. Bids may not be modified after submittal. Bidders may withdraw Bids at any time up to the scheduled time for opening of bids.
- B. A Bid may not be modified, withdrawn or canceled by the Bidder for sixty (60) days after the opening of the bids and each Bidder so agrees in submitting its Bid, unless the award of the Contract is delayed due to required approvals of other governmental agencies, in which case, Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act 1978-317, approved November 26, 1978.
- C. ~~Delete in its entirety Section 4.4.3 and replace with the following: Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Bid Withdrawal Act is required to withdraw a Bid after the Bid Opening~~

1.13 DISQUALIFICATION AND REJECTION OF BIDS:

- A. The Owner reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.
- B. The Owner has the right to reject bids, which are not responsive, and to not award to any bidder which is deemed to be not responsible.
- C. The Owner reserves the right to reject any or all Bids, including without limitation, nonconforming, nonresponsive, unbalanced, or conditional Bids. Owner further reserves the right to reject the Bid of any Bidder whom it finds, after reasonable inquiry and evaluation, to not be responsible. Owner may also reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder. Owner also reserves the right to waive all informalities or defects in a Bid to the extent permitted by Pennsylvania law, within its sole discretion.

1.14 OPENING BIDS:

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

1.15 AWARD:

- A. The Contract will be awarded on the basis of the lowest responsive base bid, including full consideration of any Alternates and Unit Prices, as may appear on the Bid Form.
- B. Post Bid Information: Delete entirely Paragraph 6.2 "Owner's Financial Capability". Delete last sentence of sub-paragraph ~~4.2.2 4.2.4~~.

1.16 EXECUTION OF CONTRACT:

- A. The Owner reserves the right to accept any Bid, and to reject any or all Bids.
- B. Each Bidder shall be prepared, if so requested by the Owner, to present evidence of his experience, qualifications, and financial ability to carry out the terms of the Contract.
- C. Notwithstanding any delay in the preparation and execution of the formal Contract Agreement, the Contractor shall be prepared and agrees to commence work within five (5) days after notice to proceed is given, or on date stipulated in such order.
- D. The accepted Contractor shall assist and cooperate with the Owner in preparing the formal Contract Agreement, and within five (5) days following its presentation shall execute same and return it to the Owner.

1.17 TIME OF COMPLETION:

- A. The Contractor shall begin the Work on the date of commencement as defined in subparagraph 8.1.2 of the General Conditions or as identified in the Notice to Proceed issued by the Architect and carry the Work forward expeditiously to achieve Substantial Completion of the Work in accordance with the project schedule developed for the project.

- B. The Contractor understands and agrees that TIME IS OF THE ESSENCE and that all schedule dates are minimum performance dates. Notwithstanding anything to the contrary contained in the Contract Documents, should the progress of the Project be ahead of scheduled dates, the Contractor agrees to coordinate and complete its Work in accordance with the actual Project progress and the actual pace of the Project without additional compensation. In said case, Contractor waives any right to claim that it has been accelerated.
1. The date for Award of Contracts is anticipated on June 13, 2022 with the Notice to Proceed for construction being issued by July 13, 2022. The on-site construction activity scheduled to start the first week of August 2022. The Work for the project will be performed in phased activities as indicated in the project documents.
 - a. Submittals, shop drawings, ordering of materials and equipment are to be submitted in a timely manner following the *Notice to Proceed*. Coordination and cooperation of all contractors is required to ensure that products and equipment needed by various contracts shall be available as work progresses to meet the schedule for completion of the project.
 2. All Construction Activities at the site are to be coordinated with the School:
 - a. Mobilization to deliver materials, trailers, temporary facilities, etc. to the site is anticipated to begin on the scheduled date for on-site construction activity.
 - b. Construction activities requiring access to the school buildings starts following the last day for students, anticipated to be June 7, 2022.
 - c. **Substantial Completion dates for the phases of Work identified on the Contract Documents for all contracts shall occur as follows:**

Phase A: No later than May 1, 2023.

Phase B: No later than August 14, 2023.
 3. Should the Contractor fail to complete the Work in accordance with the Contract Documents, liquidated damages shall be assessed based on the project schedule noted above in these Supplementary Instructions and as further defined in Section 013200. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item **1.41** for LIQUIDATED DAMAGES.

1.18 GOVERNING LAWS AND REGULATIONS:

- A. The Bidder's attention is directed to the fact that all applicable Federal and State laws, municipal ordinances and codes, and the rules and regulations of all authorities having jurisdiction over construction of the Project shall apply to the Contract throughout, and the following paragraphs B through L are deemed to be included in the Contract the same as though herein written in full.

- B. FEDERAL OCCUPATIONAL SAFETY & HEALTH ACT OF 1970 (O.S.H.A.):
1. The Contractor is required to promptly perform all reporting and recording as required by said Act.
- C. PENNSYLVANIA ACT 287 - UTILITIES PROTECTION:
1. The Contractor will be responsible for complying with Pennsylvania Act 287 of 1974, as amended, commonly known as the "CALL BEFORE YOU DIG ACT". Excavation or digging Contractors may learn the utilities and authority Owners by calling 1-800-242-1776 statewide prior to work. One call locates utility lines and the utilities are notified.
- D. COMPLIANCE WITH HUMAN RELATIONS ACT:
1. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item ~~1.61 4-53~~, paragraph 13.8.
- E. PREVAILING WAGE REQUIREMENTS:
1. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item ~~1.61 4-53~~, paragraph 13.6
- F. DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA:
1. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item ~~1.61 4-53~~, paragraph 13.7.
- G. COMPLIANCE WITH STEEL PRODUCTS PROCUREMENT ACT:
1. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item ~~1.61 4-53~~, paragraph 13.11.
- H. STANDARD OF QUALITY:
1. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item ~~1.61 4-53~~, paragraph 13.10.
- I. PROHIBITION OF CASH ALLOWANCES:
1. Cash allowances are ~~prohibited. not to be included in the bid specification.~~
- J. RIGHT TO KNOW ~~LAW ACT~~:
1. Contractor shall comply with all terms and conditions of the Pennsylvania Right to Know Act, Act No, 159 of 1984, 35 P.S. Paragraph 7301 et. Seq., and its implementing regulations.
- K. COMPETENT WORKMEN:
1. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item ~~1.60 4-53~~, paragraph 13.12.

- L. BACKGROUND CHECK **AND CLEARANCES** REQUIREMENT (ACTS 34 AND 151)
 - 1. Refer to SUPPLEMENTARY CONDITIONS OF THE CONTRACT, item **1.13 4-12**, paragraph 3.4.7.

END OF SECTION 002114

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

Project Name:	Program Upgrades - Reading Muhlenberg Career & Technology Center
Awarding Agency:	Reading Muhlenberg Career & Technology Center
Contract Award Date:	6/8/2022
Serial Number:	22-04590
Project Classification:	Building
Determination Date:	4/21/2022
Assigned Field Office:	Scranton
Field Office Phone Number:	(570)963-4577
Toll Free Phone Number:	(877)214-3962
Project County:	Berks County

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

Project: 22-04590 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2017		\$32.00	\$26.51	\$58.51
Asbestos & Insulation Workers	7/2/2018		\$32.80	\$26.76	\$59.56
Asbestos & Insulation Workers	7/2/2019		\$33.80	\$27.26	\$61.06
Asbestos & Insulation Workers	6/29/2020		\$34.80	\$28.01	\$62.81
Asbestos & Insulation Workers	6/28/2021		\$35.80	\$28.26	\$64.06
Asbestos & Insulation Workers	7/27/2022		\$35.80	\$30.01	\$65.81
Asbestos & Insulation Workers	6/26/2023		\$35.80	\$32.01	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2017		\$28.52	\$18.22	\$46.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2018		\$29.52	\$18.22	\$47.74
Boilermaker (Commercial, Institutional, and Minor Repair Work)	1/1/2019		\$29.26	\$18.48	\$47.74
Boilermakers	1/1/2018		\$46.26	\$33.36	\$79.62
Boilermakers	3/1/2018		\$45.89	\$33.73	\$79.62
Boilermakers	1/1/2019		\$45.51	\$34.11	\$79.62
Boilermakers	8/1/2019		\$47.21	\$34.11	\$81.32
Boilermakers	1/1/2021		\$49.32	\$34.90	\$84.22
Boilermakers	1/1/2022		\$50.17	\$35.30	\$85.47
Bricklayer (Pointer, Cleaner, Caulker, Cement Mason, Plasterer, Tile Setter)	5/1/2018		\$29.40	\$20.35	\$49.75
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2017		\$34.11	\$15.19	\$49.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2018		\$34.53	\$15.57	\$50.10
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2019		\$35.04	\$15.96	\$51.00
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2020		\$35.64	\$16.36	\$52.00
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2021		\$36.33	\$16.77	\$53.10
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/1/2022		\$38.08	\$17.17	\$55.25
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$39.98	\$17.17	\$57.15
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$41.83	\$17.17	\$59.00
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$43.68	\$17.17	\$60.85
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2017		\$30.05	\$16.05	\$46.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2018		\$29.53	\$16.20	\$45.73
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2019		\$30.18	\$16.65	\$46.83
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2020		\$30.88	\$17.10	\$47.98
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2021		\$31.77	\$17.41	\$49.18
Cement Finishers & Plasterers	5/2/2021		\$27.25	\$20.25	\$47.50

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

Project: 22-04590 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Cement Finishers & Plasterers	5/1/2022		\$29.38	\$20.98	\$50.36
Cement Finishers	5/1/2017		\$35.87	\$12.93	\$48.80
Cement Masons	5/1/2019		\$31.00	\$22.68	\$53.68
Cement Masons	5/1/2020		\$30.90	\$20.80	\$51.70
Cement Masons	5/1/2021		\$32.65	\$23.58	\$56.23
Cement Masons	5/1/2022		\$32.90	\$20.85	\$53.75
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		\$52.44	\$37.27	\$89.71
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2018		\$43.45	\$34.47	\$77.92
DockBuilder/Pile Drivers (Building, Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
DockBuilder/Pile Drivers/ Diver Tender(Building Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
Dockbuilder/Piledriver (Building, Heavy, Highway)	11/1/2017		\$43.45	\$33.22	\$76.67
Dockbuilder/Piledriver (Building, Heavy, Highway)	5/1/2018		\$44.70	\$33.22	\$77.92
Drywall Finisher	5/1/2017		\$27.81	\$18.17	\$45.98
Drywall Finisher	5/1/2019		\$28.58	\$19.64	\$48.22
Drywall Finisher	5/1/2020		\$29.33	\$20.01	\$49.34
Drywall Finisher	5/1/2021		\$29.65	\$20.74	\$50.39
Drywall Finisher	5/1/2022		\$29.81	\$21.43	\$51.24
Electricians	9/1/2017		\$34.77	\$21.77	\$56.54
Electricians	9/1/2018		\$36.02	\$22.51	\$58.53
Electricians	9/1/2019	8/31/2020	\$36.77	\$23.53	\$60.30
Electricians	9/1/2020		\$37.77	\$24.07	\$61.84
Electricians	10/18/2021		\$39.02	\$25.08	\$64.10
Electricians	9/1/2022		\$41.02	\$25.08	\$66.10
Electricians	9/1/2023		\$42.52	\$25.08	\$67.60
Elevator Constructor	1/1/2018		\$47.48	\$33.00	\$80.48
Floor Coverer	5/1/2019		\$31.54	\$17.89	\$49.43
Floor Coverer	5/1/2020		\$32.66	\$17.89	\$50.55
Glazier	5/1/2017		\$34.69	\$18.05	\$52.74
Glazier	5/1/2018		\$35.69	\$18.35	\$54.04
Glazier	5/1/2019	4/30/2020	\$35.53	\$20.06	\$55.59
Glazier	5/1/2020	4/30/2021	\$35.53	\$21.51	\$57.04
Glazier	5/1/2021		\$35.53	\$22.86	\$58.39
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$31.33	\$28.42	\$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$32.53	\$28.42	\$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Laborers (Class 01 - See notes)	5/1/2017		\$21.57	\$15.04	\$36.61
Laborers (Class 01 - See notes)	5/1/2018	4/30/2019	\$22.07	\$15.59	\$37.66
Laborers (Class 01 - See notes)	5/1/2019	4/30/2020	\$23.02	\$15.92	\$38.94

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

Project: 22-04590 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 01 - See notes)	5/1/2020		\$23.77	\$16.22	\$39.99
Laborers (Class 01 - See notes)	5/1/2021		\$25.77	\$16.25	\$42.02
Laborers (Class 01 - See notes)	5/1/2022		\$26.87	\$16.26	\$43.13
Laborers (Class 02 - See notes)	5/1/2017		\$23.57	\$15.04	\$38.61
Laborers (Class 02 - See notes)	5/1/2018		\$24.07	\$15.59	\$39.66
Laborers (Class 02 - See notes)	5/1/2019	4/30/2020	\$25.02	\$15.92	\$40.94
Laborers (Class 02 - See notes)	5/1/2020		\$25.77	\$16.22	\$41.99
Laborers (Class 02 - see notes)	5/1/2021		\$27.77	\$16.27	\$44.04
Laborers (Class 02 - see notes)	5/1/2022		\$28.87	\$16.28	\$45.15
Laborers (Class 03 - See notes)	5/1/2017		\$25.57	\$15.58	\$41.15
Laborers (Class 03 - See notes)	5/1/2018	4/30/2019	\$25.82	\$15.84	\$41.66
Laborers (Class 03 - See notes)	5/1/2019		\$26.87	\$15.94	\$42.81
Laborers (Class 03 - See notes)	5/3/2020		\$27.77	\$16.24	\$44.01
Laborers (Class 03 - See notes)	5/2/2021		\$28.67	\$16.53	\$45.20
Laborers (Class 03 - See notes)	5/1/2022		\$29.62	\$16.53	\$46.15
Laborers (Class 03 - See notes)	4/30/2023		\$30.22	\$16.84	\$47.06
Laborers (Class 04 - See notes)	5/1/2017		\$26.77	\$15.58	\$42.35
Laborers (Class 04 - See notes)	5/1/2018	4/30/2019	\$27.32	\$15.84	\$43.16
Laborers (Class 04 - See notes)	5/1/2019		\$28.37	\$15.94	\$44.31
Laborers (Class 04 - See notes)	5/3/2020		\$29.27	\$16.24	\$45.51
Laborers (Class 04 - See notes)	5/2/2021		\$30.17	\$16.53	\$46.70
Laborers (Class 04 - See notes)	5/1/2022		\$31.12	\$16.53	\$47.65
Laborers (Class 04 - See notes)	4/30/2023		\$31.72	\$16.84	\$48.56
Laborers (Class 05 - See notes)	5/1/2017		\$27.27	\$15.58	\$42.85
Laborers (Class 05 - See notes)	5/1/2018	4/30/2019	\$27.82	\$15.84	\$43.66
Laborers (Class 05 - See notes)	5/1/2019		\$28.87	\$15.94	\$44.81
Laborers (Class 05 - See notes)	5/3/2020		\$29.77	\$16.24	\$46.01
Laborers (Class 05 - See notes)	5/2/2021		\$30.67	\$16.53	\$47.20
Laborers (Class 05 - See notes)	5/1/2022		\$31.62	\$16.53	\$48.15
Laborers (Class 05 - See notes)	4/30/2023		\$32.22	\$16.84	\$49.06
Laborers (Class 06 - See notes)	5/1/2017		\$22.92	\$15.04	\$37.96
Laborers (Class 06 - See notes)	5/1/2018	4/30/2019	\$23.42	\$15.59	\$39.01
Laborers (Class 06 - See notes)	5/1/2019		\$24.37	\$15.92	\$40.29
Laborers (Class 06 - See notes)	5/1/2020		\$24.37	\$16.97	\$41.34
Laborers (Class 06 - See notes)	5/1/2021		\$27.77	\$16.27	\$44.04
Laborers (Class 06 - See notes)	5/1/2022		\$28.87	\$16.28	\$45.15
Marble Mason	5/1/2017		\$30.14	\$14.75	\$44.89
Marble Mason	5/1/2018		\$30.76	\$15.13	\$45.89
Marble Mason	5/1/2019		\$31.37	\$15.52	\$46.89
Marble Mason	5/1/2020		\$31.97	\$15.92	\$47.89
Marble Mason	5/1/2021		\$32.56	\$16.33	\$48.89
Marble Mason	5/1/2022		\$33.86	\$16.73	\$50.59
Marble Mason	5/1/2023		\$35.81	\$16.73	\$52.54
Marble Mason	5/1/2024		\$37.76	\$16.73	\$54.49

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

Project: 22-04590 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Marble Mason	5/1/2025		\$39.71	\$16.73	\$56.44
Millwright	7/1/2017		\$36.49	\$18.93	\$55.42
Millwright	5/1/2018		\$37.84	\$19.64	\$57.48
Millwright	5/1/2019		\$39.14	\$20.08	\$59.22
Operators (Building, Class 01 - See Notes)	5/1/2017		\$35.24	\$24.58	\$59.82
Operators (Building, Class 01 - See Notes)	5/1/2018		\$36.78	\$25.03	\$61.81
Operators (Building, Class 01 - See Notes)	5/1/2019		\$36.78	\$27.03	\$63.81
Operators (Building, Class 01 - See Notes)	5/1/2020		\$38.32	\$27.49	\$65.81
Operators (Building, Class 01 - See Notes)	5/1/2021		\$39.87	\$27.94	\$67.81
Operators (Building, Class 01A - See Notes)	5/1/2017		\$37.49	\$25.23	\$62.72
Operators (Building, Class 01A - See Notes)	5/1/2018		\$39.03	\$25.69	\$64.72
Operators (Building, Class 01A - See Notes)	5/1/2019		\$39.03	\$27.69	\$66.72
Operators (Building, Class 01A - See Notes)	5/1/2020		\$40.57	\$28.15	\$68.72
Operators (Building, Class 01A - See Notes)	5/1/2021		\$42.12	\$28.60	\$70.72
Operators (Building, Class 02 - See Notes)	5/1/2017		\$34.96	\$24.49	\$59.45
Operators (Building, Class 02 - See Notes)	5/1/2018		\$36.50	\$24.95	\$61.45
Operators (Building, Class 02 - See Notes)	5/1/2019		\$36.50	\$26.94	\$63.44
Operators (Building, Class 02 - See Notes)	5/1/2020		\$38.05	\$27.39	\$65.44
Operators (Building, Class 02 - See Notes)	5/1/2021		\$39.59	\$27.85	\$67.44
Operators (Building, Class 02A - See Notes)	5/1/2017		\$37.21	\$25.16	\$62.37
Operators (Building, Class 02A - See Notes)	5/1/2018		\$38.75	\$25.61	\$64.36
Operators (Building, Class 02A - See Notes)	5/1/2019		\$38.75	\$27.61	\$66.36
Operators (Building, Class 02A - See Notes)	5/1/2020		\$40.30	\$28.06	\$68.36
Operators (Building, Class 02A - See Notes)	5/1/2021		\$41.84	\$28.52	\$70.36
Operators (Building, Class 03 - See Notes)	5/1/2017		\$32.23	\$23.68	\$55.91
Operators (Building, Class 03 - See Notes)	5/1/2018		\$33.78	\$24.12	\$57.90
Operators (Building, Class 03 - See Notes)	5/1/2019		\$33.78	\$26.13	\$59.91
Operators (Building, Class 03 - See Notes)	5/1/2020		\$35.32	\$26.59	\$61.91
Operators (Building, Class 03 - See Notes)	5/1/2021		\$36.87	\$27.04	\$63.91
Operators (Building, Class 04 - See Notes)	5/1/2017		\$30.33	\$22.12	\$52.45
Operators (Building, Class 04 - See Notes)	5/1/2018		\$32.63	\$23.80	\$56.43
Operators (Building, Class 04 - See Notes)	5/1/2019		\$32.63	\$25.81	\$58.44
Operators (Building, Class 04 - See Notes)	5/1/2020		\$34.18	\$26.26	\$60.44
Operators (Building, Class 04 - See Notes)	5/1/2021		\$35.72	\$26.72	\$62.44
Operators (Building, Class 05 - See Notes)	5/1/2017		\$29.87	\$21.99	\$51.86
Operators (Building, Class 05 - See Notes)	5/1/2018		\$32.18	\$23.69	\$55.87
Operators (Building, Class 05 - See Notes)	5/1/2019		\$32.19	\$25.67	\$57.86
Operators (Building, Class 05 - See Notes)	5/1/2020		\$33.73	\$26.13	\$59.86
Operators (Building, Class 05 - See Notes)	5/1/2021		\$35.27	\$26.59	\$61.86
Operators (Building, Class 06 - See Notes)	5/1/2017		\$29.00	\$21.72	\$50.72
Operators (Building, Class 06 - See Notes)	5/1/2018		\$31.31	\$23.41	\$54.72
Operators (Building, Class 06 - See Notes)	5/1/2019		\$31.31	\$25.41	\$56.72
Operators (Building, Class 06 - See Notes)	5/1/2020		\$32.86	\$25.86	\$58.72
Operators (Building, Class 06 - See Notes)	5/1/2021		\$34.40	\$26.32	\$60.72

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

Project: 22-04590 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Building, Class 07A- See Notes)	5/1/2017		\$42.44	\$28.13	\$70.57
Operators (Building, Class 07A- See Notes)	5/1/2018		\$44.29	\$28.68	\$72.97
Operators (Building, Class 07A- See Notes)	5/1/2019		\$44.60	\$30.77	\$75.37
Operators (Building, Class 07A- See Notes)	5/1/2020		\$46.46	\$31.31	\$77.77
Operators (Building, Class 07A- See Notes)	5/1/2021		\$48.31	\$31.86	\$80.17
Operators (Building, Class 07B- See Notes)	5/1/2017		\$42.09	\$28.03	\$70.12
Operators (Building, Class 07B- See Notes)	5/1/2018		\$43.95	\$28.58	\$72.53
Operators (Building, Class 07B- See Notes)	5/1/2019		\$44.26	\$30.66	\$74.92
Operators (Building, Class 07B- See Notes)	5/1/2020		\$46.11	\$31.21	\$77.32
Operators (Building, Class 07B- See Notes)	5/1/2021		\$47.96	\$31.77	\$79.73
Painters Class 1 (see notes)	5/1/2017		\$27.25	\$18.17	\$45.42
Painters Class 1 (see notes)	5/1/2019		\$28.31	\$19.77	\$48.08
Painters Class 1 (see notes)	5/1/2020		\$28.91	\$20.42	\$49.33
Painters Class 1 (see notes)	5/1/2021		\$29.51	\$21.07	\$50.58
Painters Class 1 (see notes)	5/1/2022		\$30.34	\$22.09	\$52.43
Painters Class 2 (see notes)	5/1/2017		\$30.15	\$18.17	\$48.32
Painters Class 2 (see notes)	5/1/2019		\$31.21	\$19.78	\$50.99
Painters Class 2 (see notes)	5/1/2020		\$31.81	\$20.43	\$52.24
Painters Class 3 (see notes)	5/1/2017		\$36.25	\$18.17	\$54.42
Piledrivers	5/1/2021		\$43.73	\$37.99	\$81.72
Plasterers (Use Cement Masons)	5/1/2018		\$29.00	\$21.30	\$50.30
Plasterers	5/1/2017		\$24.23	\$21.38	\$45.61
Plasterers	5/1/2019		\$32.08	\$21.86	\$53.94
Plasterers	5/1/2020		\$32.88	\$22.31	\$55.19
Plasterers	5/1/2020		\$27.48	\$20.83	\$48.31
Plasterers	5/1/2021		\$28.33	\$20.98	\$49.31
plumber	5/1/2019		\$45.92	\$31.72	\$77.64
plumber	8/1/2020		\$47.43	\$32.86	\$80.29
plumber	5/1/2021		\$49.58	\$33.36	\$82.94
plumber	5/1/2022		\$51.23	\$33.81	\$85.04
Roofers (Composition)	5/1/2017		\$36.15	\$30.22	\$66.37
Roofers (Composition)	5/1/2018		\$37.15	\$31.27	\$68.42
Roofers (Composition)	5/1/2019		\$38.35	\$31.80	\$70.15
Roofers (Composition)	5/1/2020		\$39.50	\$32.30	\$71.80
Roofers (Composition)	5/1/2021		\$40.33	\$33.12	\$73.45
Roofers (Composition)	5/1/2022		\$41.48	\$33.87	\$75.35
Roofers (Shingle)	5/1/2016		\$25.70	\$19.17	\$44.87
Roofers (Shingle)	5/1/2019		\$28.50	\$20.87	\$49.37
Roofers (Shingle)	5/1/2020		\$29.50	\$21.25	\$50.75
Roofers (Slate & Tile)	5/1/2016		\$28.70	\$19.17	\$47.87
Roofers (Slate & Tile)	5/1/2018		\$30.50	\$20.37	\$50.87
Roofers (Slate & Tile)	5/1/2019		\$31.50	\$20.87	\$52.37
Roofers (Slate & Tile)	5/1/2020		\$32.50	\$21.25	\$53.75
Sheet Metal Workers	6/1/2016		\$33.60	\$33.43	\$67.03

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

Project: 22-04590 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Sheet Metal Workers	6/1/2017		\$33.98	\$35.40	\$69.38
Sheet Metal Workers	6/1/2018		\$34.78	\$36.45	\$71.23
Sheet Metal Workers	6/1/2019		\$36.08	\$37.65	\$73.73
Sheet Metal Workers	6/1/2020		\$37.26	\$38.97	\$76.23
Sheet Metal Workers	6/1/2021		\$36.08	\$42.65	\$78.73
Sign Makers and Hangars	7/17/2021		\$29.49	\$23.90	\$53.39
Sprinklerfitters	4/1/2017		\$37.40	\$21.74	\$59.14
Sprinklerfitters	4/1/2018		\$38.80	\$22.74	\$61.54
Sprinklerfitters	4/1/2020		\$38.90	\$26.42	\$65.32
Sprinklerfitters	4/1/2021		\$40.33	\$26.94	\$67.27
Sprinklerfitters	4/1/2022		\$42.29	\$27.48	\$69.77
Steamfitters	5/1/2017		\$46.99	\$32.67	\$79.66
Steamfitters	5/1/2019		\$49.93	\$35.82	\$85.75
Steamfitters	5/1/2020		\$51.73	\$37.07	\$88.80
Steamfitters	5/1/2021		\$53.08	\$38.87	\$91.95
Steamfitters	5/1/2022		\$54.83	\$40.42	\$95.25
Terrazzo Finisher	5/1/2017		\$31.64	\$15.62	\$47.26
Terrazzo Finisher	5/1/2018		\$32.35	\$15.91	\$48.26
Terrazzo Finisher	5/1/2019		\$33.04	\$16.22	\$49.26
Terrazzo Finisher	5/1/2020		\$32.26	\$18.48	\$50.74
Terrazzo Finisher	5/1/2021		\$33.23	\$19.03	\$52.26
Terrazzo Finisher	5/1/2022		\$34.46	\$19.24	\$53.70
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$37.16	\$19.26	\$56.42
Terrazzo Grinder	5/1/2020		\$32.95	\$18.48	\$51.43
Terrazzo Grinder	5/1/2021		\$33.94	\$19.03	\$52.97
Terrazzo Grinder	5/1/2022		\$35.19	\$19.24	\$54.43
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$37.92	\$19.26	\$57.18
Terrazzo Mechanics	5/1/2020		\$32.91	\$20.11	\$53.02
Terrazzo Mechanics	5/1/2021		\$33.83	\$20.78	\$54.61
Terrazzo Mechanics	5/1/2022		\$35.12	\$20.99	\$56.11
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$37.94	\$21.01	\$58.95
Terrazzo Setter	5/1/2017		\$30.63	\$18.85	\$49.48
Terrazzo Setter	5/1/2018		\$31.23	\$19.25	\$50.48
Terrazzo Setter	5/1/2019		\$31.81	\$19.67	\$51.48
Tile & Marble Finisher	5/1/2017		\$26.89	\$13.86	\$40.75
Tile & Marble Finisher	5/1/2018		\$27.60	\$14.15	\$41.75
Tile & Marble Finisher	5/1/2019		\$28.29	\$14.46	\$42.75
Tile & Marble Finisher	5/1/2020		\$28.96	\$14.79	\$43.75
Tile & Marble Finisher	5/1/2021		\$29.61	\$15.14	\$44.75
Tile & Marble Finisher	5/1/2022		\$30.96	\$15.49	\$46.45
Tile Setter	5/1/2017		\$30.14	\$14.75	\$44.89

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

Project: 22-04590 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Tile Setter	5/1/2018		\$30.76	\$15.13	\$45.89
Tile Setter	5/1/2019		\$31.37	\$15.52	\$46.89
Tile Setter	5/1/2020		\$31.97	\$15.92	\$47.89
Tile Setter	5/1/2020		\$31.97	\$15.92	\$47.89
Tile Setter	5/1/2021		\$32.36	\$16.53	\$48.89
Tile Setter	5/1/2022		\$33.86	\$16.73	\$50.59
Tile Setter	5/1/2023		\$35.81	\$16.73	\$52.54
Tile Setter	5/1/2024		\$37.76	\$16.73	\$54.49
Tile Setter	5/1/2025		\$39.71	\$16.73	\$56.44
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 1(see notes)	5/1/2020		\$36.92	\$0.00	\$36.92
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 2 (see notes)	5/1/2020		\$36.99	\$0.00	\$36.99
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Truckdriver class 3 (see notes)	5/1/2020		\$37.48	\$0.00	\$37.48
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60

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

Project: 22-04590 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter - Chief of Party (Surveying & Layout)	5/1/2019	4/30/2020	\$36.88	\$15.49	\$52.37
Carpenter - Chief of Party (Surveying & Layout)	5/1/2020	4/30/2021	\$39.12	\$15.49	\$54.61
Carpenter - Chief of Party (Surveying & Layout)	5/1/2021		\$41.42	\$15.49	\$56.91
Carpenter - Instrument Person (Surveying & Layout)	5/1/2016		\$27.12	\$13.83	\$40.95
Carpenter - Instrument Person (Surveying & Layout)	5/1/2019	4/30/2020	\$32.07	\$15.49	\$47.56
Carpenter - Instrument Person (Surveying & Layout)	5/1/2020	4/30/2021	\$34.02	\$15.49	\$49.51
Carpenter - Instrument Person (Surveying & Layout)	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenter - Rodman I (Survey & Layout)	5/1/2016		\$21.09	\$13.83	\$34.92
Carpenter - Rodman I (Survey & Layout)	5/1/2019	4/30/2020	\$25.66	\$12.39	\$38.05
Carpenter - Rodman I (Survey & Layout)	5/1/2020	4/30/2021	\$27.22	\$12.39	\$39.61
Carpenter - Rodman I (Survey & Layout)	5/1/2021		\$28.82	\$12.39	\$41.21
Carpenter - Rodman II (Survey & Layout)	5/1/2016		\$18.69	\$13.83	\$32.52
Carpenter	5/1/2019	4/30/2020	\$32.07	\$15.49	\$47.56
Carpenter	5/1/2020	4/30/2021	\$34.02	\$15.49	\$49.51
Carpenter	5/1/2021		\$36.02	\$15.49	\$51.51
Carpenters	6/1/2017		\$30.92	\$14.14	\$45.06
Cement Finishers	1/1/2017		\$27.70	\$20.20	\$47.90
DockBuilder/ Divers (Building Heavy & Highway)	5/1/2020		\$52.44	\$37.27	\$89.71
DockBuilder/Pile Drivers/ Diver Tender(Building Heavy & Highway)	5/1/2020		\$43.70	\$37.27	\$80.97
Electric Lineman	5/29/2017		\$44.22	\$23.94	\$68.16
Electric Lineman	5/28/2018		\$45.25	\$24.94	\$70.19
Electric Lineman	5/27/2019		\$46.32	\$25.97	\$72.29
Electric Lineman	6/1/2020		\$47.42	\$27.04	\$74.46
Electric Lineman	5/31/2021		\$49.22	\$27.36	\$76.58
Electric Lineman	5/30/2022		\$50.28	\$28.47	\$78.75
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Electricians	6/1/2022		\$44.46	\$23.06	\$67.52
Electricians	6/1/2023		\$46.49	\$23.06	\$69.55
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2017		\$31.33	\$28.42	\$59.75
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2018		\$32.53	\$28.42	\$60.95
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2019		\$32.76	\$29.88	\$62.64
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2020		\$33.76	\$30.13	\$63.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers	7/1/2106		\$31.95	\$27.65	\$59.60
Laborers (Class 01 - See notes)	5/1/2016		\$19.81	\$15.79	\$35.60
Laborers (Class 01 - See notes)	5/1/2017		\$20.36	\$16.29	\$36.65
Laborers (Class 01 - See notes)	5/1/2018		\$20.96	\$16.79	\$37.75
Laborers (Class 01 - See notes)	5/1/2019		\$21.61	\$17.29	\$38.90
Laborers (Class 01 - See notes)	5/1/2020		\$22.41	\$17.69	\$40.10

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

Project: 22-04590 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 01 - See notes)	5/1/2021		\$23.21	\$18.09	\$41.30
Laborers (Class 01 - See notes)	5/1/2022		\$24.01	\$18.54	\$42.55
Laborers (Class 01 - See notes)	5/1/2023		\$24.81	\$18.99	\$43.80
Laborers (Class 01 - See notes)	5/1/2024		\$25.61	\$19.49	\$45.10
Laborers (Class 02 - See notes)	5/1/2016		\$26.43	\$15.79	\$42.22
Laborers (Class 02 - See notes)	5/1/2017		\$26.98	\$16.29	\$43.27
Laborers (Class 02 - See notes)	5/1/2018		\$27.58	\$16.79	\$44.37
Laborers (Class 02 - See notes)	5/1/2019		\$28.23	\$17.29	\$45.52
Laborers (Class 02 - See notes)	5/1/2020		\$29.03	\$17.69	\$46.72
Laborers (Class 02 - See notes)	5/1/2021		\$29.83	\$18.09	\$47.92
Laborers (Class 02 - See notes)	5/1/2022		\$30.63	\$18.54	\$49.17
Laborers (Class 02 - See notes)	5/1/2023		\$31.43	\$18.99	\$50.42
Laborers (Class 02 - See notes)	5/1/2024		\$32.23	\$19.49	\$51.72
Laborers (Class 03 - See notes)	5/1/2016		\$23.42	\$15.79	\$39.21
Laborers (Class 03 - See notes)	5/1/2017		\$23.97	\$16.29	\$40.26
Laborers (Class 03 - See notes)	5/1/2018		\$24.57	\$16.79	\$41.36
Laborers (Class 03 - See notes)	5/1/2019		\$25.22	\$17.29	\$42.51
Laborers (Class 03 - See notes)	5/1/2020		\$26.02	\$17.69	\$43.71
Laborers (Class 03 - See notes)	5/1/2021		\$26.82	\$18.09	\$44.91
Laborers (Class 03 - See notes)	5/1/2022		\$27.62	\$18.54	\$46.16
Laborers (Class 03 - See notes)	5/1/2023		\$28.42	\$18.99	\$47.41
Laborers (Class 03 - See notes)	5/1/2024		\$29.22	\$19.49	\$48.71
Laborers (Class 04 - See notes)	5/1/2016		\$23.77	\$15.79	\$39.56
Laborers (Class 04 - See notes)	5/1/2017		\$24.32	\$16.29	\$40.61
Laborers (Class 04 - See notes)	5/1/2018		\$24.92	\$16.79	\$41.71
Laborers (Class 04 - See notes)	5/1/2019		\$25.57	\$17.29	\$42.86
Laborers (Class 04 - See notes)	5/1/2020		\$26.37	\$17.69	\$44.06
Laborers (Class 04 - See notes)	5/1/2021		\$27.17	\$18.09	\$45.26
Laborers (Class 04 - See notes)	5/1/2022		\$27.97	\$18.54	\$46.51
Laborers (Class 04 - See notes)	5/1/2023		\$28.77	\$18.99	\$47.76
Laborers (Class 04 - See notes)	5/1/2024		\$29.57	\$19.49	\$49.06
Laborers (Class 05 - See notes)	5/1/2016		\$24.44	\$15.79	\$40.23
Laborers (Class 05 - See notes)	5/1/2017		\$24.99	\$16.29	\$41.28
Laborers (Class 05 - See notes)	5/1/2018		\$25.59	\$16.79	\$42.38
Laborers (Class 05 - See notes)	5/1/2019		\$26.24	\$17.29	\$43.53
Laborers (Class 05 - See notes)	5/1/2020		\$27.04	\$17.69	\$44.73
Laborers (Class 05 - See notes)	5/1/2021		\$27.84	\$18.09	\$45.93
Laborers (Class 05 - See notes)	5/1/2022		\$28.64	\$18.54	\$47.18
Laborers (Class 05 - See notes)	5/1/2023		\$29.44	\$18.99	\$48.43
Laborers (Class 05 - See notes)	5/1/2024		\$30.24	\$19.49	\$49.73
Laborers (Class 06 - See notes)	5/1/2016		\$23.86	\$15.79	\$39.65
Laborers (Class 06 - See notes)	5/1/2017		\$24.41	\$16.29	\$40.70
Laborers (Class 06 - See notes)	5/1/2018		\$25.01	\$16.79	\$41.80
Laborers (Class 06 - See notes)	5/1/2019		\$25.66	\$17.29	\$42.95

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

Project: 22-04590 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	5/1/2020		\$26.46	\$17.69	\$44.15
Laborers (Class 06 - See notes)	5/1/2021		\$27.26	\$18.09	\$45.35
Laborers (Class 06 - See notes)	5/1/2022		\$28.06	\$18.54	\$46.60
Laborers (Class 06 - See notes)	5/1/2023		\$28.86	\$18.99	\$47.85
Laborers (Class 06 - See notes)	5/1/2024		\$29.66	\$19.49	\$49.15
Laborers (Class 07 - See notes)	5/1/2016		\$24.15	\$15.79	\$39.94
Laborers (Class 07 - See notes)	5/1/2017		\$24.70	\$16.29	\$40.99
Laborers (Class 07 - See notes)	5/1/2018		\$25.30	\$16.79	\$42.09
Laborers (Class 07 - See notes)	5/1/2019		\$25.95	\$17.29	\$43.24
Laborers (Class 07 - See notes)	5/1/2020		\$26.75	\$17.69	\$44.44
Laborers (Class 07 - See notes)	5/1/2021		\$27.55	\$18.09	\$45.64
Laborers (Class 07 - See notes)	5/1/2022		\$28.35	\$18.54	\$46.89
Laborers (Class 07 - See notes)	5/1/2023		\$29.15	\$18.99	\$48.14
Laborers (Class 07 - See notes)	5/1/2024		\$29.95	\$19.49	\$49.44
Laborers (Class 08 - See notes)	5/1/2016		\$24.63	\$15.79	\$40.42
Laborers (Class 08 - See notes)	5/1/2017		\$25.18	\$16.29	\$41.47
Laborers (Class 08 - See notes)	5/1/2018		\$25.78	\$16.79	\$42.57
Laborers (Class 08 - See notes)	5/1/2019		\$26.43	\$17.29	\$43.72
Laborers (Class 08 - See notes)	5/1/2020		\$27.23	\$17.69	\$44.92
Laborers (Class 08 - See notes)	5/1/2021		\$28.03	\$18.09	\$46.12
Laborers (Class 08 - See notes)	5/1/2022		\$28.83	\$18.54	\$47.37
Laborers (Class 08 - See notes)	5/1/2023		\$29.63	\$18.99	\$48.62
Laborers (Class 08 - See notes)	5/1/2024		\$30.43	\$19.49	\$49.92
Operators (Class 02 - All Types of Cranes, Backhoes, Shovels)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Heavy, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Heavy, Class 01 - See Notes)	5/1/2017		\$33.80	\$24.16	\$57.96
Operators (Heavy, Class 01 - See Notes)	5/1/2018		\$35.35	\$24.61	\$59.96
Operators (Heavy, Class 01 - See Notes)	5/1/2019		\$35.35	\$26.61	\$61.96
Operators (Heavy, Class 01 - See Notes)	5/1/2020		\$36.90	\$27.06	\$63.96
Operators (Heavy, Class 01 - See Notes)	5/1/2021		\$38.44	\$27.52	\$65.96
Operators (Heavy, Class 01A - See Notes)	5/1/2017		\$36.05	\$24.82	\$60.87
Operators (Heavy, Class 01A - See Notes)	5/1/2018		\$37.60	\$25.27	\$62.87
Operators (Heavy, Class 01A - See Notes)	5/1/2019		\$37.60	\$27.27	\$64.87
Operators (Heavy, Class 01A - See Notes)	5/1/2020		\$39.14	\$27.73	\$66.87
Operators (Heavy, Class 01A - See Notes)	5/1/2021		\$40.69	\$28.18	\$68.87
Operators (Heavy, Class 02 - See Notes)	5/1/2017		\$33.52	\$24.07	\$57.59
Operators (Heavy, Class 02 - See Notes)	5/1/2018		\$35.07	\$24.52	\$59.59
Operators (Heavy, Class 02 - See Notes)	5/1/2019		\$35.07	\$26.52	\$61.59
Operators (Heavy, Class 02 - See Notes)	5/1/2020		\$36.61	\$26.98	\$63.59
Operators (Heavy, Class 02 - See Notes)	5/1/2021		\$38.16	\$27.43	\$65.59
Operators (Heavy, Class 02A - See Notes)	5/1/2017		\$35.78	\$24.72	\$60.50
Operators (Heavy, Class 02A - See Notes)	5/1/2018		\$37.32	\$25.19	\$62.51
Operators (Heavy, Class 02A - See Notes)	5/1/2019		\$37.32	\$27.19	\$64.51
Operators (Heavy, Class 02A - See Notes)	5/1/2020		\$38.87	\$27.64	\$66.51

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

Project: 22-04590 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Heavy, Class 02A - See Notes)	5/1/2021		\$40.41	\$28.10	\$68.51
Operators (Heavy, Class 03 - See Notes)	5/1/2017		\$30.60	\$23.21	\$53.81
Operators (Heavy, Class 03 - See Notes)	5/1/2018		\$32.15	\$23.66	\$55.81
Operators (Heavy, Class 03 - See Notes)	5/1/2019		\$32.15	\$25.66	\$57.81
Operators (Heavy, Class 03 - See Notes)	5/1/2020		\$33.69	\$26.12	\$59.81
Operators (Heavy, Class 03 - See Notes)	5/1/2021		\$35.24	\$26.57	\$61.81
Operators (Heavy, Class 04 - See Notes)	5/1/2017		\$29.47	\$22.88	\$52.35
Operators (Heavy, Class 04 - See Notes)	5/1/2018		\$31.01	\$23.32	\$54.33
Operators (Heavy, Class 04 - See Notes)	5/1/2019		\$31.01	\$25.33	\$56.34
Operators (Heavy, Class 04 - See Notes)	5/1/2020		\$32.55	\$25.79	\$58.34
Operators (Heavy, Class 04 - See Notes)	5/1/2021		\$34.10	\$26.24	\$60.34
Operators (Heavy, Class 05 - See Notes)	5/1/2017		\$29.02	\$22.74	\$51.76
Operators (Heavy, Class 05 - See Notes)	5/1/2018		\$30.56	\$23.20	\$53.76
Operators (Heavy, Class 05 - See Notes)	5/1/2019		\$30.56	\$25.20	\$55.76
Operators (Heavy, Class 05 - See Notes)	5/1/2020		\$32.11	\$25.65	\$57.76
Operators (Heavy, Class 05 - See Notes)	5/1/2021		\$33.65	\$26.11	\$59.76
Operators (Heavy, Class 06 - See Notes)	5/1/2017		\$28.14	\$22.49	\$50.63
Operators (Heavy, Class 06 - See Notes)	5/1/2018		\$29.68	\$22.93	\$52.61
Operators (Heavy, Class 06 - See Notes)	5/1/2019		\$29.68	\$24.94	\$54.62
Operators (Heavy, Class 06 - See Notes)	5/1/2020		\$31.23	\$25.39	\$56.62
Operators (Heavy, Class 06 - See Notes)	5/1/2021		\$32.77	\$25.84	\$58.61
Operators (Heavy, Class 07A - See Notes)	5/1/2017		\$40.73	\$27.63	\$68.36
Operators (Heavy, Class 07A - See Notes)	5/1/2018		\$42.58	\$28.18	\$70.76
Operators (Heavy, Class 07A - See Notes)	5/1/2019		\$42.89	\$30.27	\$73.16
Operators (Heavy, Class 07A - See Notes)	5/1/2020		\$44.74	\$30.82	\$75.56
Operators (Heavy, Class 07A - See Notes)	5/1/2021		\$46.59	\$31.37	\$77.96
Operators (Heavy, Class 07B - See Notes)	5/1/2017		\$40.38	\$27.53	\$67.91
Operators (Heavy, Class 07B - See Notes)	5/1/2018		\$42.23	\$28.09	\$70.32
Operators (Heavy, Class 07B - See Notes)	5/1/2019		\$42.54	\$30.17	\$72.71
Operators (Heavy, Class 07B - See Notes)	5/1/2020		\$44.39	\$30.72	\$75.11
Operators (Heavy, Class 07B - See Notes)	5/1/2021		\$46.25	\$31.26	\$77.51
Operators (Highway, Class 01 - See Notes)	5/1/2016		\$32.16	\$22.64	\$54.80
Operators (Highway, Class 01 - See Notes)	5/1/2017		\$32.93	\$23.87	\$56.80
Operators (Highway, Class 01 - See Notes)	5/1/2018		\$34.47	\$24.33	\$58.80
Operators (Highway, Class 01 - See Notes)	5/1/2019		\$34.47	\$26.33	\$60.80
Operators (Highway, Class 01 - See Notes)	5/1/2020		\$37.56	\$25.24	\$62.80
Operators (Highway, Class 01 - See Notes)	5/1/2021		\$39.10	\$25.70	\$64.80
Operators (Highway, Class 01a - See Notes)	5/1/2017		\$35.18	\$24.56	\$59.74
Operators (Highway, Class 01a - See Notes)	5/1/2018		\$36.72	\$25.01	\$61.73
Operators (Highway, Class 01a - See Notes)	5/1/2019		\$36.72	\$27.01	\$63.73
Operators (Highway, Class 01a - See Notes)	5/1/2020		\$39.81	\$25.92	\$65.73
Operators (Highway, Class 01a - See Notes)	5/1/2021		\$41.35	\$26.38	\$67.73
Operators (Highway, Class 02 - See Notes)	5/1/2016		\$30.98	\$22.31	\$53.29
Operators (Highway, Class 02 - See Notes)	5/1/2017		\$31.75	\$23.53	\$55.28

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

Project: 22-04590 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 02 - See Notes)	5/1/2018		\$33.30	\$23.98	\$57.28
Operators (Highway, Class 02 - See Notes)	5/1/2019		\$33.29	\$25.99	\$59.28
Operators (Highway, Class 02 - See Notes)	5/1/2020		\$36.38	\$24.90	\$61.28
Operators (Highway, Class 02 - See Notes)	5/1/2021		\$37.93	\$25.35	\$63.28
Operators (Highway, Class 03 - See Notes)	5/1/2016		\$30.28	\$22.10	\$52.38
Operators (Highway, Class 03 - See Notes)	5/1/2017		\$31.06	\$23.32	\$54.38
Operators (Highway, Class 03 - See Notes)	5/1/2018		\$32.59	\$23.80	\$56.39
Operators (Highway, Class 03 - See Notes)	5/1/2019		\$32.59	\$25.79	\$58.38
Operators (Highway, Class 03 - See Notes)	5/1/2020		\$35.69	\$24.69	\$60.38
Operators (Highway, Class 03 - See Notes)	5/1/2021		\$37.23	\$25.16	\$62.39
Operators (Highway, Class 04 - See Notes)	5/1/2016		\$29.82	\$21.98	\$51.80
Operators (Highway, Class 04 - See Notes)	5/1/2017		\$30.60	\$23.20	\$53.80
Operators (Highway, Class 04 - See Notes)	5/1/2018		\$32.14	\$23.66	\$55.80
Operators (Highway, Class 04 - See Notes)	5/1/2019		\$32.14	\$25.66	\$57.80
Operators (Highway, Class 04 - See Notes)	5/1/2020		\$35.23	\$24.57	\$59.80
Operators (Highway, Class 04 - See Notes)	5/1/2021		\$36.77	\$25.03	\$61.80
Operators (Highway, Class 05 - See Notes)	5/1/2016		\$29.31	\$21.83	\$51.14
Operators (Highway, Class 05 - See Notes)	5/1/2017		\$30.08	\$23.06	\$53.14
Operators (Highway, Class 05 - See Notes)	5/1/2018		\$31.63	\$23.51	\$55.14
Operators (Highway, Class 05 - See Notes)	5/1/2019		\$31.63	\$25.51	\$57.14
Operators (Highway, Class 05 - See Notes)	5/1/2020		\$34.72	\$24.42	\$59.14
Operators (Highway, Class 05 - See Notes)	5/1/2021		\$36.26	\$24.87	\$61.13
Operators (Highway, Class 06 - See Notes)	5/1/2016		\$32.40	\$22.70	\$55.10
Operators (Highway, Class 06 - See Notes)	5/1/2017		\$33.17	\$23.94	\$57.11
Operators (Highway, Class 06 - See Notes)	5/1/2018		\$34.71	\$24.39	\$59.10
Operators (Highway, Class 06 - See Notes)	5/1/2019		\$34.71	\$26.39	\$61.10
Operators (Highway, Class 06 - See Notes)	5/1/2020		\$36.25	\$26.85	\$63.10
Operators (Highway, Class 06 - See Notes)	5/1/2021		\$39.33	\$25.78	\$65.11
Operators (Highway, Class 06/A - See Notes)	5/1/2016		\$34.65	\$23.36	\$58.01
Operators (Highway, Class 06/A - See Notes)	5/1/2017		\$35.42	\$24.59	\$60.01
Operators (Highway, Class 06/A - See Notes)	5/1/2018		\$36.96	\$25.05	\$62.01
Operators (Highway, Class 06/A - See Notes)	5/1/2019		\$36.96	\$27.05	\$64.01
Operators (Highway, Class 06/A - See Notes)	5/1/2020		\$40.04	\$25.97	\$66.01
Operators (Highway, Class 06/A - See Notes)	5/1/2021		\$41.58	\$26.43	\$68.01
Operators (Highway, Class 07/A - See Notes)	5/1/2016		\$38.56	\$25.99	\$64.55
Operators (Highway, Class 07/A - See Notes)	5/1/2017		\$39.66	\$27.31	\$66.97
Operators (Highway, Class 07/A - See Notes)	5/1/2018		\$41.52	\$27.84	\$69.36
Operators (Highway, Class 07/A - See Notes)	5/1/2019		\$41.82	\$29.95	\$71.77
Operators (Highway, Class 07/A - See Notes)	5/1/2020		\$45.23	\$28.94	\$74.17
Operators (Highway, Class 07/A - See Notes)	5/1/2021		\$47.08	\$29.49	\$76.57
Operators (Highway, Class 07/B - See Notes)	5/1/2016		\$37.17	\$25.57	\$62.74
Operators (Highway, Class 07/B - See Notes)	5/1/2017		\$38.25	\$26.89	\$65.14
Operators (Highway, Class 07/B - See Notes)	5/1/2018		\$40.10	\$27.44	\$67.54
Operators (Highway, Class 07/B - See Notes)	5/1/2019		\$40.41	\$29.53	\$69.94

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

Project: 22-04590 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators (Highway, Class 07/B - See Notes)	5/1/2020		\$43.81	\$28.53	\$72.34
Operators (Highway, Class 07/B - See Notes)	5/1/2021		\$45.66	\$29.08	\$74.74
Painters Class 2 (see notes)	5/1/2020		\$31.81	\$20.43	\$52.24
Painters Class 2 (see notes)	5/1/2021		\$32.41	\$21.08	\$53.49
Painters Class 2 (see notes)	5/1/2022		\$33.24	\$22.10	\$55.34
Painters Class 3 (see notes)	5/1/2019		\$37.31	\$19.78	\$57.09
Painters Class 3 (see notes)	5/1/2020		\$37.91	\$20.43	\$58.34
Painters Class 3 (see notes)	5/1/2021		\$38.51	\$21.08	\$59.59
Painters Class 3 (see notes)	5/1/2022		\$39.34	\$22.10	\$61.44
Piledrivers	5/1/2021		\$43.73	\$37.99	\$81.72
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2017		\$40.98	\$32.53	\$73.51
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2020		\$57.45	\$36.93	\$94.38
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	5/1/2016		\$33.57	\$0.00	\$33.57
Truckdriver class 1(see notes)	5/1/2017		\$34.47	\$0.00	\$34.47
Truckdriver class 1(see notes)	5/1/2018		\$35.32	\$0.00	\$35.32
Truckdriver class 1(see notes)	5/1/2019		\$36.12	\$0.00	\$36.12
Truckdriver class 1(see notes)	5/1/2020		\$36.92	\$0.00	\$36.92
Truckdriver class 1(see notes)	5/1/2021		\$37.72	\$0.00	\$37.72
Truckdriver class 2 (see notes)	5/1/2016		\$33.64	\$0.00	\$33.64
Truckdriver class 2 (see notes)	5/1/2017		\$34.54	\$0.00	\$34.54
Truckdriver class 2 (see notes)	5/1/2018		\$35.39	\$0.00	\$35.39
Truckdriver class 2 (see notes)	5/1/2019		\$36.19	\$0.00	\$36.19
Truckdriver class 2 (see notes)	5/1/2020		\$36.99	\$0.00	\$36.99
Truckdriver class 2 (see notes)	5/1/2021		\$37.79	\$0.00	\$37.79
Truckdriver class 3 (see notes)	5/1/2016		\$34.13	\$0.00	\$34.13
Truckdriver class 3 (see notes)	5/1/2017		\$35.03	\$0.00	\$35.03
Truckdriver class 3 (see notes)	5/1/2018		\$35.88	\$0.00	\$35.88
Truckdriver class 3 (see notes)	5/1/2019		\$36.68	\$0.00	\$36.68
Truckdriver class 3 (see notes)	5/1/2020		\$37.48	\$0.00	\$37.48
Truckdriver class 3 (see notes)	5/1/2021		\$38.28	\$0.00	\$38.28

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal (the “Principal”), and _____,
a company organized and existing under the laws of the _____,
having its principal office at _____
and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are held
and firmly bound, jointly and severally, unto the Reading Muhlenberg Career & Technical Center, as
Obligee (the “Obligee”), as hereinafter set forth in the full and just sum of:

lawful money of the United States of America, for the payment of which sum we bind ourselves, our
heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated _____
_____, 20__ (the “Quote”), to perform Construction Work for the Obligee, in
connection with the Program Upgrades Project (the “Project”), pursuant to the Contract Documents,
all of which are incorporated herein; and

WHEREAS, all capitalized terms not defined in this Payment Bond shall be ascribed the
meaning set forth in the Contract Documents for the Project;

WHEREAS, the Contract Documents are incorporated into this Payment Bond by reference
and made a part hereof; and

WHEREAS, The Obligee, 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 as and cited as the “Public Works Contractors’ Bond Law of 1967” (the “Act”); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the
Principal by the Obligee in accordance with the Quote, the Principal shall furnish this Payment Bond
to the Obligee, with this Payment Bond to become binding upon the award of a contract to the
Principal by the Obligee in accordance with the Quote; and

WHEREAS, it also is a condition of the Contract Documents that this Payment Bond shall be
furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal shall
furnish this Payment Bond to the Obligee, and if the Obligee shall make an award to the Principal in
accordance with the Quote, then the Principal and the Obligee 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.

NOW, THEREFORE, the terms and conditions of this Payment Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the Work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the Work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor performed, then this Payment Bond shall be void; otherwise, this Payment Bond shall be and shall remain in force and effect.

This Payment Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the Work covered by the Agreement, including any amendment, extension, or addition to the Agreement. The term “claimant”, when used herein and as required by the Act, shall mean any individual, firm, partnership, association, or corporation. The phrase “labor or materials” when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the Work covered by the Agreement. As required by the Act, the provisions of this Payment Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the Work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Payment Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Payment Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the Work was performed or to whom the material was furnished; and (b) no action upon this Payment Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Payment Bond shall be instituted either in the Court of Common Pleas of Berks County, Pennsylvania or in the United States District Court for the Eastern District of Pennsylvania and not elsewhere.

This Payment Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Payment Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Payment 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 Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Payment Bond and whether referring to this Payment Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Payment Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Payment Bond, nor this Payment Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor & Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractors thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

[Signature page follows]

IN WITNESS WHEREOF, the Principal and the Surety cause this Payment Bond to be signed, sealed, and delivered this ____ day of _____, 20____ (the "Effective Date").

Individual Principal (Trading and/or Doing Business as: _____)	
Witness: _____	By: _____
	Name: _____

Partnership Principal	
Name of Partnership: _____	
Witness: _____	By: _____
	Name: _____
	Title: _____
Witness: _____	By: _____
	Name: _____
	Title: _____

Corporate/Limited Liability Principal	
Name of Corporation: _____	
Attest: _____	By: _____
	Name: _____
	Title: _____ *
[SEAL]	
* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.	

Corporate Surety	
Name of Surety: _____	
Witness or Attest: _____	By: _____
	Name: _____
	Title: _____ **
[SEAL]	
** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.	

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal (the “Principal”), and _____,
a company organized and existing under the laws of the _____, having its
principal office at _____
and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are
held and firmly bound, jointly and severally, unto the Reading Muhlenberg Career & Technical
Center, as Obligee (the “Obligee”), as hereinafter set forth in the full and just sum of:

lawful money of the United States of America, for the payment of which sum we bind ourselves,
our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these
presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated _____
_____, 20__ (the “Quote”), to perform Construction Work for the Obligee, in
connection with the Program Upgrades Project (the “Project”), pursuant to the Contract Documents,
all of which are incorporated herein; and

WHEREAS, all capitalized terms not defined in this Performance Bond shall be ascribed the
meaning set forth in the Contract Documents for the Project;

WHEREAS, the Contract Documents are incorporated into this Performance Bond by
reference and made a part hereof; and

WHEREAS, the Obligee 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”); and

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the
Principal by the Obligee in accordance with the Contract Documents, the Principal shall furnish
this Performance Bond to the Obligee, with this Performance Bond to become binding upon the
Award of the Contract to the Principal by the Obligee in accordance with the Contract Documents;
and

WHEREAS, it also is a condition of the Contract Documents that this Performance Bond
shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, inter alia, that if the Principal
shall furnish this Performance Bond and the Payment Bond to the Obligee, and if the Obligee shall

make an award to the Principal in accordance with the Contract Documents, then the Principal and the Obligees 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.

NOW, THEREFORE, the terms and conditions of this Performance Bond are and shall be that if: (a) the Principal well, truly and faithfully shall comply with and shall perform the Work in accordance with the Contract Documents, at the time and in the manner provided in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract Documents by the Principal or growing out of the performance of the Contract Documents by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligees and all of its officers, agents and employees from any and all costs and damages which the Obligees and all of its elected officials, officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligees any and all costs and expenses which the Obligees and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, legal fees (e.g., fees of attorneys, paralegals and other legal professionals) and professional fees resulting from such default or failure of the Principal, and any damages resulting from such default or failure of the Principal in accordance with the Contract Documents, and (b) if the Principal shall remedy, without cost to the Obligees, all defects which may develop during the period of one (1) year from the date of final completion by the Principal and acceptance of the Obligees of the Work, or any extended warranty period provided by Principal, to be performed under the Contract Documents, which defects, in the sole judgment of the Obligees or its legal successors in interest, shall be caused by or shall result from defective or inferior materials or workmanship, then this Performance Bond shall be void; otherwise, this Performance Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages, including, but not limited to, legal fees and professional fees resulting from the default or failure of Principal resulting from such default or failure of the Principal in accordance with the Contract Documents, shall be payable by Principal and Surety upon demand of Obligees; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond, as this Performance Bond is amended, whether automatically or in writing, in accordance with the terms hereof.

This Performance Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract Documents, and/or any giving by the Obligees of any extensions of time for the performance of the Work in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligees toward the other with respect to the Contract Documents, and/or the reduction of any percentage to be retained by the Obligees as permitted by the Contract Documents, shall not release, and/or discharge, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Performance Bond; and the Surety, for value

received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance, and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Performance Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon any amendment to the Contract Documents not increasing the contract price in the aggregate by more than twenty percent (20%), so as to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended and the Surety, for value received, does waive notice of any such amendment to the Contract Documents not increasing the Contract Price in the aggregate by more than twenty percent (20%). The term "Amendment", wherever used in this Performance Bond and whether referring to this Performance Bond, or the Contract Documents, shall include, without limitation, any alteration, addition, extension, or modification, and of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

In the event that the Obligee incurs legal fees for default or enforcement of its rights under the Contract Documents or Performance Bond, the Surety agrees to pay for all reasonable legal fees and costs incurred by the Obligee.

Any dispute resolution proceeding, legal or equitable, under this Performance Bond, shall be instituted in the Court of Common Pleas of Berks County, Pennsylvania or in the United States District Court for the Eastern District of Pennsylvania and not elsewhere. In such dispute resolution proceeding, Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Performance Bond shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to principles of conflicts of law.

[Signature page follows]

IN WITNESS WHEREOF, the Principal and the Surety cause this Performance Bond to be signed, sealed, and delivered this ____ day of _____, 20____ (the "Effective Date").

Individual Principal (Trading and/or Doing Business as: _____)	
Witness: _____	By: _____
	Name: _____

Partnership Principal	
Name of Partnership: _____	
Witness: _____	By: _____
	Name: _____
	Title: _____
Witness: _____	By: _____
	Name: _____
	Title: _____

Corporate/Limited Liability Principal	
Name of Corporation: _____	
Attest: _____	By: _____
	Name: _____
	Title: _____ *
[SEAL]	
* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.	

Corporate Surety	
Name of Surety: _____	
Witness or Attest: _____	By: _____
	Name: _____
	Title: _____ **
[SEAL]	
** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.	

SECTION 007300 - SUPPLEMENTARY CONDITIONS OF THE CONTRACT (REVISED ADDENDUM 1)

THE FOLLOWING SUPPLEMENTS MODIFY, CHANGE, DELETE FROM, OR ADD TO THE "**GENERAL CONDITIONS OF THE CONTRACT FOR CONSTRUCTION**", **AIA DOCUMENT A201-2017**. WHERE ANY ARTICLE OF THE GENERAL CONDITIONS IS MODIFIED, OR ANY PARAGRAPH, SUBPARAGRAPH, OR CLAUSE THEREOF IS MODIFIED OR DELETED BY THESE SUPPLEMENTARY CONDITIONS, THE UNALTERED PROVISIONS OF THAT ARTICLE, PARAGRAPH, SUBPARAGRAPH, OR CLAUSE SHALL REMAIN IN EFFECT. **IN THE EVENT OF ANY DISCREPANCY BETWEEN THE GENERAL CONDITIONS AND THESE SUPPLEMENTARY CONDITIONS, THESE SUPPLEMENTARY CONDITIONS SHALL CONTROL.**

1.1 Add the following Subparagraph 1.1.9, Miscellaneous Definitions:

1.1.9.1 The terms such as "directed," "requested," "authorized," "selected," "approved," "required," and "permitted" mean "directed by the Architect" and similar phrases. However, no implied meaning shall be interpreted to extend the Architects' responsibility into the Contractor's area of construction supervision.

1.1.9.2 The term "approved" where used in conjunction with the Architect's action on the Contractor's submittals applications and requests is limited to the responsibilities and duties of the Architect stated in General and Supplementary Conditions. Such approval shall not release the Contractor from responsibility to fulfill Contract Document requirements, unless otherwise provided in the Contract Documents.

1.1.9.3 The term "furnish" is used to mean "supply and deliver to the Project site, ready for unloading, unpacking, assembly, installation and similar operations." It is acknowledged that Owner will supply certain materials but Contractor shall be responsible for its delivery.

1.1.9.4 The term "install" is used to describe operations at the Project site including the actual unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimensions, finishing, curing, protecting, cleaning, and similar operations.

1.1.9.5 The term "provide" means to furnish and install complete and ready for the intended use.

1.1.9.6 The term "an installer" is an entity engaged by the Contractor, either as an employee, subcontractor, or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

The term "experienced" when used with the term "installer" means having a minimum of five (5) previous projects similar in size and scope to this Project and familiar with the precautions required, and has complied with requirements of the authority having jurisdiction."

1.2 Add the following Subparagraph 1.2.4:

1.2.4 In the event of conflicts or discrepancies among the Contract Documents, interpretations will be based on the following priorities:

- A. The Agreement between Owner and Contractor, AIA Document A101-2017 edition.
- B. Addenda, with those of later date having precedence over those of an earlier date.
- C. The Supplementary Conditions of the Contract.
- D. The General Conditions of the Contract for Construction, AIA Document A201-2017 edition.
- E. Drawings and Specifications.
 1. In the case of an inconsistency between Drawings and Specifications or within either Document not clarified by Addendum, the better quality or greater quantity of Work shall be provided in accordance with the Architect's interpretation."

1.3 Add the following Subparagraph 1.2.5 as follows:

"1.2.5 Notations which apply to one of a number of similar situations, materials, or processes shall be deemed to apply to all except where indicated to the contrary. All manufactured material and equipment shall be installed and used in accordance with the manufacturer's instructions unless specifically otherwise directed in the Contract Documents."

1.4 Add the following Subparagraph 1.7.1 as follows:

"1.7.1 The Architect will make available to the Contractor, upon request, Digital Data files of selected contract drawings for the Contractor's purposes solely and exclusively to perform services or construction for the project. The Contractor shall request Digital Data files of specific drawings using the Electronic Media Release Form provided by the Architect. Upon receipt of the Release Form, Digital Data files of the requested drawings will be forwarded to the Contractor via a compact disc or through an "FTP type" website established for the project. Along with the Electronic Media Release Form, the Contractor shall submit a check, made payable to Muhlenberg Greene Architects, Ltd., in the amount of \$100.00 to cover the cost of technician's time for preparing document files, preparation of discs, shipping, etc."

1.5 Add the following Subparagraph 1.7.2 as follows:

"1.7.2 In the event the Contractor requests and receives Digital Data or similar electronic files of project documents for use in the execution of the Work of this project, it is with the understanding that the Digital Data or electronic files provided are for informational purposes only and may not necessarily represent the final and/or complete design of the project and its systems. The Contractor shall not rely on the accuracy of the information provided, but shall be responsible to verify all information and actual project conditions.

Neither the Owner nor Architect assumes responsibility for the information contained on the Digital Data or electronic files or the subsequent use of the information. The Owner and Architect caution any user of the Digital Data or electronic files that subsequent changes may have been made to the Project and/or Contract Documents which may not be reflected on the electronic files. Only final stamped drawings represent an accurate record of the Architects' design.

To the fullest extent permitted by law, the Contractor shall indemnify and defend the Owner, Architect and their respective officers, directors, representatives, insurers, agents, employees and assigns from and against all claims, actions, damages, losses and costs arising from or related to the Contractor's request for and use of Digital Data or electronic project document files, including, but not limited to, any errors, omissions, anomalies, or variances contained therein."

1.6 Delete in its entirety Paragraph 2.1.2.

1.7 Delete Paragraph 2.2 and associated subparagraphs 2.2.1, 2.2.2, 2.2.3, 2.2.4.

1.8 Change Paragraph 2.4 as follows:

In the third line after the words, "the Owner may" insert the following: "- in addition to all other remedies available at law or hereunder -".

1.9 Change Paragraph 2.5 as follows:

In the first sentence:

- Change "ten-day period" to read "5-day period."

- Change the words, "...without prejudice to other remedies the Owner may have, correct such deficiencies." to read: "...without prejudice to other remedies the Owner may have, *immediately* correct such default or neglect."

1.10 Delete Subparagraph 3.2.1 and replace with the following:

"3.2.1 The Contractor warrants that it has carefully studied and reviewed the Contract Documents and has reported any errors, inconsistencies or omissions to the Architect. The Contractor hereby acknowledges and declares that to Contractor's knowledge the Contract Documents are full and complete, are sufficient to have enabled the Contractor to determine the cost of the Work and fulfill all of the Contractor's obligations under the Contract Documents. The Contractor shall immediately report any error, inconsistency or omission it encounters to the Architect for resolutions. If the Contractor performs any construction activity knowing or having reason to know that it involves an error, inconsistency or omission, the Contractor shall bear the cost of construction."

1.11 Change Subparagraph 3.3.2 as follows:

In the second line after "agents and employees," insert "Suppliers and their agents and employees,"

1.12 Add the following Subparagraphs 3.3.4 through 3.3. 9:

"3.3.4 The Contractor shall perform its Work in accordance with the Contract Documents and in a professional, businesslike and workmanlike manner. Among other things, at completion of the Work, the Contractor shall thoroughly clean the site and remove from the site all tools, equipment, obstructions and debris resulting from the Work.

3.3.5 The Contractor shall abide by all federal, state and local legal requirements applicable to this project, including requirements imposed by statute, regulation, code, ordinance, administrative rule or by order of any court or administrative agency. This includes, but is not limited to, requirements governing health, safety, labor and environmental protection. Among other things, the Contractor shall submit an MSDS form (or other required form) and proper labeling to the Architect in advance of each chemical being used.

3.3.6 The Contractor shall perform its Work in a manner to interfere as little as possible with the normal conduct of school activities, using its best efforts to protect the safety of students, employees and School District property. No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc., together with all normal means of ingress and egress to buildings and property, will be allowed without express permission of the School District.

3.3.7 The Contractor's Work shall be at all times subject to the inspection and approval of the School District. Any materials that in the opinion of the School District do not comply with the Contract Documents will be rejected and shall be immediately removed from the site. Any workmanship that in the opinion of the School District does not comply with the Contract Documents shall be stopped at once, and corrective measures shall be instituted at once.

3.3.8 For a Project with multiple prime contractors, all Contractors are responsible for the coordination and integration of their respective scopes of Work. The General Trades Contractor is responsible for making all coordination decisions not mutually agreed upon by affected Contractors. The Owner and its consultants or agents shall not be liable for any costs incurred by any Contractor due to failure of Contractors to coordinate and integrate their Work or due to any delays in the Work. If a Contractor causes damages or additional costs to another Contractor (including by causing delays, interferences, hindrances, loss of efficiencies or acceleration of Work), an adversely impacted Contractor will have a third-party beneficiary claim for legal action against the responsible Contractor. All Contractors acknowledge and accept the right of other Contractors to bring such third-party

beneficiary claims, waive any privity of contract defense against such claims, and agree not to include the Owner, its professional consultants or agents, as parties in any such legal action.

3.3.9 Contractor shall not assign its duties under this Agreement without the express written approval of Owner's Board of School Directors."

1.13 Add the following Subparagraphs 3.4.4 through 3.4.11:

3.4.4 All persons employed by the Contractor to perform the Work shall be competent and first-class workmen and mechanics, who are duly skilled in their respective branches of labor.

3.4.4.1 Special Qualifications and Experience are required of the contractor and other as identified in the SUPPLEMENTARY INSTRUCTIONS TO BIDDERS, "QUALITY ASSURANCE," Article 1.7.

3.4.5 Should the Owner object in writing to any personnel of Contractor or any Subcontractor, such personnel shall not perform services on the Project, and there shall be no change in the Contract Sum as a result of such objection.

3.4.6 The Contractor shall assign an on-site Superintendent for the project who shall not be replaced so long as the Superintendent remains in the Contractor's employment without written consent by the Owner, and who shall be replaced without any change in the Contract Sum if the Owner, in its discretion, so requires.

3.4.7 Background Check Requirements (Act 34 and Act 151): For any employee or other representative of the Contractor or its subcontractors who enters the work site, the Contractor shall provide the District originals (or notarized copies satisfactory to the Owner) of criminal record and child abuse background check reports. When an original background check report is provided, the School District will copy and return the original to the Contractor. The reports must be provided before any employee or other representative of the Contractor or its subcontractors enters the work site. Failure to comply with these requirements is a breach of the contract between the Contractor and the School District, will result in withholding of contract payments, and may result in assessment of penalty under applicable law. The Contractor is responsible for ensuring compliance with these requirements by all its subcontractors. Required reports include criminal history record information from Pennsylvania State Police, and FBI pursuant to the School Code, 24 P.S. § 1-111 (Act 34). Such criminal history record information shall be no more than five years old. As to child abuse reports, the Contractor must provide for all such individuals an official clearance statement pursuant to the Child Protective Services Law, 23 Pa. C.S.A. § 6355 (Act 151). Such child abuse information shall be no more than five years old."

§ 3.4.8 Work specified which becomes impossible due to strike, loss of plant through fire or flood, bankruptcy, or other unforeseeable cause beyond Contractor's control, shall be substituted equally from another source subject to substitution procedures in the Contract Documents. Substitute work shall not entitle the Contractor to either an increase in cost or an extension of contract time.

Notwithstanding the same, if the substitute work results in a savings to Contractor, Owner shall be entitled to a reduction in the Contract Sum. In any event, substitute work shall be incorporated into the Project through a properly executed Change Order.

- .1 Items not ordered by the Contractor in a timely manner for incorporation into the Work will not entitle the Contractor for additional time or compensation.
- .2 Substitute work offered and approved shall not be a basis for contingent extra charges or additional charges due to changes in related work, such as rough-in, changes in supporting foundations, and other related work.
- .3 The Contractor shall assume full responsibility for adequacy of substitute work.

§ 3.4.9 Whether indicated or not, all materials on the Project shall be asbestos-free and lead-free. If any suspected asbestos-containing or lead-containing materials are installed, the Owner has the right to have the material in question tested and if proven to contain asbestos or lead, the

Contractor shall remove all material in question and replace it with acceptable material at no additional cost to the Owner.

§ 3.4.10 The Contractor in making or ordering material shipments shall not consign or have consigned materials, equipment or any other items in the name of the Owner. The Owner shall not be under any obligation to make payment for charges or deposits on shipments made by or to the Contractor but may, at its option, pay such charges in which case the Contractor shall reimburse the Owner for the amount of such payments plus a service charge of twenty-five percent (25%) of the amount so paid.

§ 3.4.11 Contract Sum Not Adjusted for Rising Costs: The Bid (and hence the Contract Sum) for the Contract must be guaranteed for the duration of the Project and shall thereby have incorporated within it any or all escalation factors related to market conditions. Notwithstanding any other provision in the Contract Documents to the contrary, Contractor's Contract Sum is intended to include all increases in cost, foreseen or unforeseen, including, without limitation, increases in costs arising from supply shortages, unusual delay in deliveries, increases in market prices for materials, labor, taxes and/or other causes beyond the Owner's control, all of which are to be borne solely by the Contractor supplying the materials and/or labor to the Project. All loss and/or damage arising from any of the Work performed under this Agreement through unforeseen or unusual obstructions, difficulties or delays which may be encountered in the prosecution of same shall be borne solely by the Contractor prosecuting the Work.

1.14 Change Subparagraph 3.5.1 as follows:

- In the second line after "good quality and new" insert "and of recent manufacture."
- Change fourth sentence to read as follows:
"The Contractor's warranty excludes remedy for damage or defect caused by abuse which is not the responsibility of the Contractor, modifications not executed by the Contractor, or improper or insufficient maintenance or improper operation which is not the responsibility of the Contractor, or normal wear and tear under normal usage."

1.15 Add Subparagraph 3.6.1 as follows:

3.6.1 No sales tax or use taxes shall be paid on construction activities which the Commonwealth of Pennsylvania's Department of Revenue has determined to be tax exempt (Sales and Use Tax Regulation 150) relating to School Districts and Non-Profit Construction."

1.16 Add the following Subparagraph 3.6.2:

3.6.2 The Contractor shall claim tax exemptions for items that are tax exempt. The Contractor assigns to the Owner the right to collect any refund of taxes that are paid on tax exempt items."

1.17 Subparagraph 3.7.3 add "or having reason to know" after "knowing" in the first sentence.

1.18 Delete Paragraph 3.8 (no cash allowances)

1.19 Add Subparagraph 3.9.4 as follows:

3.9.4 The Prime Contractors and Subcontractors shall send authorized representatives to job meetings, with power to make binding commitments on all matters. The Owner reserves the right to request replacement of, and the Contractors agree to replace, or cause to be replaced in the case of subcontractors, such representative(s) if the Owner and Architect find that adequate reason exists for that request."

1.20 Subparagraph 3.10.3 at the end of the sentence, add “and in accordance with the time limits in the Contract Documents.”

1.21 Add the following Subparagraph 3.11.1:

“3.11.1 Throughout the progress of construction, each Contractor shall mark up a set of Record Drawings (prints) recording all changes that job conditions require, and which are not shown on the Contract Drawings. At the completion of the Project, the set of marked up drawings shall be delivered to the Architect in good and legible condition. Final payment shall not be made until completed Record Drawings are submitted to the Architect.”

1.22 Add the following Subparagraph 3.13.1:

“3.13.1 Only materials and equipment which are to be used directly in the Work shall be brought to and stored on the Project site by the Contractor. Materials or equipment no longer required for the Work shall be promptly removed from the Project site. Protection of construction materials and equipment stored at the Project site from weather, theft, damage, or all other adversity is solely the responsibility of the Contractor.”

1.23 Add the following Subparagraph 3.16.1:

“3.16.1 Representatives of governmental agencies shall have access at all reasonable times to inspect the Work, and the Contractor shall provide proper facilities for such access and inspection.”

1.24 Change Subparagraph 3.18.1 as follows:

Delete from the first sentence of 3.18.1 the following: “...provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself).”

1.25 Add the following to Subparagraph 4.2.12:

“For incidental items only, the Contractors agree to comply with field orders or instructions of the Architect, or additional detail drawings reasonably consistent with the Contract Documents, without claiming extra compensation or time extension.”

1.26 Add the following Subparagraph 4.2.15:

“4.2.15 The Owner may hire the services of a Construction Manager to assist with the administration of the contract. The services of the Construction Manager shall be to represent the Owner and assist with the project as far as coordination of activities, maintaining project schedules, facilitating the processing of project documents, reviewing of payment applications, and communications among Contractors, Architect, Consultants and Owner. The addition of the services of a Construction Manager does not relieve the Contractor(s) of any of the requirements or obligations for project responsibilities identified in the Project Documents.”

1.27 Add Subparagraph 5.1.3 as follows:

“5.1.3 A Supplier is a person or entity who has a direct or indirect contract with the Contractor, Subcontractor or Sub-subcontractor to furnish materials or equipment for the Work. The term “Supplier” is referred to throughout the Contract Documents as if singular in number and masculine in gender and means a Supplier or an authorized representative of the Supplier.”

1.28 Change Subparagraph 5.2.1 as follows:

In the second sentence, delete the word "reasonable".

1.29 Change Subparagraph 5.2.3 as follows:

In the first sentence delete the work "reasonable", and delete the second and third sentences entirely.

1.30 Add the following Subparagraph 7.2.2:

"7.2.2 In Clause 7.2.1.2 above, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the schedule contained in Clauses 7.3.11.1 through 7.3.11.5."

1.31 Change Clause 7.3.3.1 as follows:

Add at the end, "and with an allowance for overhead and profit in accordance with the schedule set forth in Subparagraph 7.3.11."

1.32 Change Subparagraph 7.3.4 as follows:

In the first sentence, delete the words "an amount for overhead and profit" and substitute "an allowance for overhead and profit in accordance with the schedule set forth in Subparagraph 7.3.11."

1.33 Add the following Subparagraph 7.3.11:

"7.3.11 In Clause 7.3.3.1 and in Subparagraph 7.3.4, the allowance for overhead and profit combined, included in the total cost to the Owner, shall be based on the following schedule:

1. For the Contractor; for any Work performed by the Contractor's own forces, fifteen percent (15%).
 - a. Labor costs shall include the certified Base Prevailing Wage Rate (or the base wage rate if the Prevailing Wage Act is not applicable to the Project), plus actual fringe benefits per wage determination plus 25% for FICA, SUTA, FUTA, and Worker's Compensation. No costs beyond those listed will be considered. Total labor cost for the Contractor's employees shall be this cost plus a mark-up of 15% for overhead and profit. This mark-up includes all overhead, including supervisory personnel, estimators, staff, office time, etc.
 - b. Material, Supplies, and Equipment costs shall be the invoice cost, plus sales tax (if applicable), plus a mark-up of 10% for overhead and profit.
 - c. Bonds and Insurance costs shall be submitted without mark-up.
2. For the Contractor, for work performed by his Subcontractor or material supplier, five percent (5%) of the amount due the Subcontractor.
 - a. Subcontractor Labor invoice for hourly wages and materials costs shall be in accordance with the definitions listed above.
3. For each Subcontractor or Sub-subcontractor involved, for any Work performed by that Contractor's own forces, fifteen percent (15%) of the cost.
4. For each Subcontractor, for Work performed by his Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with Clauses 7.3.4.1 through 7.3.4.5."

1.34 Add the following Subparagraph 7.3.12:

"7.3.12 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete

itemization of costs including labor, materials and subcontracts. Labor and materials shall be itemized in the manner prescribed above; labor costs shall be actual costs (wages and benefits), not standardized billing rates and shall be limited to the items listed in .1 below. Where major cost items are subcontracts, they shall be itemized also. In no case will a change involving over \$300.00 be approved without such itemization."

1. Costs of Labor shall be subject to the limitations listed in 7.3.11.1(a) of the Supplemental Conditions of the Contract.

1.35 Change Subparagraph 8.1.3 as follows:

After "Architect" insert "and approved by the Owner."

1.36 Add the following Subparagraph 8.2.1.1:

"8.2.1.1 Any preliminary schedule, if provided, is for information purposes only and constitutes a proposed sequence of events based on standard practices. Bidders shall not rely on date or durations suggested by this schedule. The Contractors are responsible to provide the Construction Manager and/or Architect a detailed Construction Schedule of their work within fifteen (15) business days after the date of written notice of Bid Award and a Construction Progress Schedule will be developed and updated periodically."

1.37 Add the following Subparagraph 8.2.4:

"8.2.4 EXTRAORDINARY MEASURES. In the event the Owner, after consultation with the Architect, determines that the performance of the Work has not progressed or reached the level of completion required by the Contract Documents and the Project construction schedule, the Owner shall have the right to order the Contractor to take corrective measures necessary to expedite the progress of construction, including, but not limited to, working additional shifts or overtime; supplying additional manpower, equipment, and facilities; and other similar measures (referred to collectively as "Extraordinary Measures"). Such Extraordinary Measures shall continue until the progress of the Work complies with the stage of completion required by the Contract Documents. The Owner's right to require Extraordinary Measures is solely for the purpose of ensuring the Contractor's compliance with the Project construction schedule and failure to comply shall be considered as breach of the Contract Documents. The Contractor shall not, under any circumstances, be entitled to an adjustment in the Contract Sum in connection with Extraordinary Measures required by Owner under or pursuant to this Paragraph 8.2.4."

1.38 Delete Subparagraph 8.3.1 in its entirety and replace with the following:

"8.3.1 In the event of Project delay that the Owner determines in its discretion to be beyond the reasonable control or anticipation of the Contractor, the Owner may approve a Change Order extending the Contract Time. The Contractor shall not, though, assert any claim for additional payment due to, relating to or arising from Project delay. Should the Contractor violate this provision and assert a claim for additional payment due to, relating to or arising from Project delay, the Contractor shall be liable to the Owner for any costs incurred by the Owner (including fees charged to the Owner by attorneys, architects or other consultants of the Owner) associated with defending against such claim. See Subparagraph 8.3.3 for the right of Contractors to pursue third-party beneficiary claims against other Contractors causing Project delay."

1.39 Add the following § 8.3.1.1

"No extension of Contract Time will be considered or approved if the act or occurrence constituting the basis of the request or claim is for non-delivery of materials due to any act or neglect of the

Contractor, or the failure of the Contractor to employ, furnish or obtain, as necessary for the timely prosecution of the Work, shop drawings, sufficient labor, materials or equipment, or other matters which are within the control of the Contractor. Any delay which results due to any of the foregoing causes shall be the sole responsibility of the Contractor.”

1.40 Add the following Subparagraphs 8.3.4 – 8.3.6:

“8.3.4 No payment or compensation will be made to the Contractor as compensation for damages for any delays or hindrances from any cause whatsoever in the progress of the Work, notwithstanding whether such delays be avoidable or unavoidable. The Contractor’s sole remedy for delays shall be an extension of Contract Time, pursuant to and only in accordance with this Paragraph 8.3. Such extension shall be a period equivalent to the time lost, day for day, by reason of any and all of the aforesaid causes. Nor will the Contractor be permitted to make any claim for acceleration or for costs or expenses associated with acceleration nor will the Contractor be permitted to make a claim for out-of-sequence work (e.g., winter protection costs) or expenses, damages, loss of profits (anticipated or otherwise) or charges of any nature whatsoever (including, but not limited to, legal fees and professional fees). In the event that the Contractor chooses to assert such a claim for delay, acceleration or out-of-sequence work, or litigate this provision, and the Contractor fails to prevail as to its entire claim in its litigation, the Contractor shall be liable to the Owner and shall reimburse the Owner for any legal fees, professional fees, costs or expenses associated with analyzing, defending or otherwise opposing any such claim or litigation.

8.3.5 No extension of Contract Time granted by the Owner shall be or shall be deemed to be a waiver by the Owner of any rights accruing to it under the Contract, and no extension of Contract Time granted by the Owner shall relieve or shall be deemed to relieve the Contractor from full responsibility for performance of the Work of the Contract.

8.3.6 Should the Owner be prevented or enjoined from proceeding with the Project either before or after the start of construction by reason of any litigation or any other reason beyond the control of the Owner, the Contractor shall not be entitled to make or assert claims for damage by reason of said delay or for acceleration or out-of-sequence work; but time for completion of the Work will be extended to such reasonable time as the Owner and Architect may determine will compensate for time lost for such delay with such determination to be set forth in writing.”

1.41 Add the following Paragraph 8.4 and Subparagraph 8.4.1:

"8.4 LIQUIDATED DAMAGES

8.4.1 Substantial Completion: The Owner and each Prime Contractor recognize and acknowledge that time is of the essence of this Agreement and that Owner will suffer financial loss if any phase of the Work is not completed within the time specified in the Agreement, plus any extensions thereof allowed in accordance with Article 8 of the General Conditions. They also recognize that delays, expense and difficulties involved in proving in a legal or arbitration preceding the actual loss suffered by Owner if the work is not completed on time.

Accordingly, instead of requiring any such proof, Owner and each Prime Contractor agree that as liquidated damages for delay (but not as a penalty), each Prime Contractor and the Contractors’ surety shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work of any phase is substantially complete and such requirement shall be an event for payment by any bond provided in favor of Owner by Contractors’ surety:

Per Calendar Day Amount:

Five Hundred dollars (\$500.00)

8.4.2 Submittal Process: The project process and the timely submission of required shop drawings, product data, samples, and similar items specified to be submitted for review impact the project schedule and the ability of all contractors to complete the project in a timely manner. The time frame for contractors to prepare and submit information is **forty-five (45) calendar days from “Notice to Proceed”**. Each Prime Contractor shall be liable for **Liquidated Damages in the amount of Five Hundred dollars (\$500.00) per Calendar Day** for every day of delay in submitting required information.”

1.42 Add the following sentence to Paragraph 9.2:

"The Architect can require revision of the Schedule of Values any time before Substantial Completion if he should find such Schedule inaccurate. The Schedule will be updated with each Change Order to incorporate same."

1.43 Add the following Clause 9.3.2.1:

“9.3.2.1 In addition to specific items listed in Subparagraph 9.3.2 above, payment may be requested by the Contractor for the following items which shall be identified and included as separate line items in the Schedule of Values.

1. "Permits and Approval Fees", to the extent that costs are directly attributable to the Project.
2. "Performance Bond and Labor and Material Payment Bond", if furnished.
3. "General Conditions", which shall be the category covering all miscellaneous items such as cost of Contractor's insurance, Contractor's overhead, project administration and supervision, preparation of required submittals, mobilization, temporary facilities, project layout, etc. Cost assigned to General Conditions in the Schedule of Values shall be no greater than 5% of Contract Sum.”
4. To facilitate evaluation of Applications for Payment, the Contractor shall identify costs for labor and material as separate line items for each breakdown item on the Schedule of Values.

1.44 Change Subparagraph 9.4.1 as follows:

In the first line, change "seven days" to "ten days".

1.45 Change Subparagraph 9.5.1 as follows:

At the end of the first sentence insert “,and the Owner may disapprove a Certificate for Payment for the same reasons.”

1.46 Change Subparagraph 9.5.1.7 as follows:

Delete the word “repeated.”

1.47 Add Subparagraph 9.5.1.8 as follows: “failure to submit certified payroll documentation required by the Pennsylvania Department of Labor & Industry.”

1.48 Change Subparagraph 9.6.2 as follows:

In the first sentence, change “seven days” to “twenty days.”

1.49 Add the following Subparagraph 9.6.2.1:

“9.6.2.1 In accordance with 62 Pa. C.S.A. Section 3922: In the absence of good and sufficient reasons, within 20 days of the receipt of payment by the Contractor, the Contractor shall pay all subcontractors with whom he has contracted their earned share of the payment the Contractor received. The Owner,

Architect, or Construction Manager may, as a pre-condition to payment, require proof of payment to subcontractors, sub-subcontractors, and suppliers at any time and from time to time.”

1.50 Add the following Subparagraph 9.6.9:

“9.6.9 Until Substantial Completion, the Owner will pay ninety percent (90%) of the amount due the Contractor on account of progress payments. At the first regularly scheduled payment after Substantial Completion, the payment shall be sufficient to increase total payments to one hundred percent (100%) of the Contract Sum less two times the Architect’s estimate of sums required to complete unfinished work and settle outstanding claims and in accordance with 62 Pa. C.S.A. §3921.”

1.51 Add the following Subparagraph 9.6.10:

“9.6.10 When the Work is fifty percent (50%) completed, one-half of the amount retained by the Owner will be returned to the Contractor, provided the Contractor provides written consent of surety to such reduction in retainage along with its Application for Payment, provided the Construction Manager and/or Architect approved the application and reduction of retainage, and further provided that the Contractor is making satisfactory progress and there is no specific cause for greater withholding. Payments are subject to the provisions of Section 9.6.”

1.52 Change the first sentence of Paragraph 9.7 to read as follows:

“If the Owner does not pay the Contractor within ~~fourteen~~ **twenty (20)** days after the date established in the Contract Documents the amount certified by the Architect or awarded by arbitration, then the Contractor may, upon seven additional days’ written notice to the Owner and Architect, stop the work until payment of the amount owing has been received.”

1.53 Change Subparagraph 9.8.1 as follows:

In the second line, change “occupy or utilize” to “occupy and utilize.”

1.54 Change Subparagraph 9.10.2 as follows:

In the first sentence after the word “until” add “the Owner has approved such payment and...”

1.55 Delete Subparagraph 9.10.4 in its entirety and replace with the following:

“9.10.4 The making of final payment shall not constitute a waiver of any claims by the Owner.”

1.56 Add Subparagraph 10.2.9 as follows:

“10.2.9 The Contractor shall:

1. Take every precaution to secure the Owner’s property from theft or vandalism due to Contractor’s operation.
2. Comply with orders of fire authorities, include the Owner’s fire insurance company, and provide adequate fire protection equipment at site; cost of such compliance to be included in the cost of the Work.”

1.57 Delete Article 11 in its entirety and replace with the following Article and Subparagraphs:

“ARTICLE 11 INSURANCE AND BONDS

11.1 CONTRACTOR’S LIABILITY INSURANCE

11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will

protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;
- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

11.1.1.1 Liability Insurance shall include all major divisions of coverage and be on a comprehensive basis including:

1. Premises Operations (including X-C/U coverages).
2. Independent Contractors' Protective.
3. Products and Completed Operations.
4. Personal Injury Liability with Employment Exclusion deleted.
5. Contractual, including specified provision for the Contractor's obligation under Paragraph 3.18.
6. Owned, non-owned, and hired motor vehicles.
7. Broad Form Property Damage, including Completed Operations.
8. Umbrella Excess Liability."

11.1.1.2 The General Liability coverages shall be provided by a Commercial General Liability Policy on an occurrence basis.

11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

"11.1.2.1 Contractor shall provide, pay for and maintain (and shall require Subcontractors of all tiers to provide, pay for and maintain) insurance of the type and limits set forth below. Such insurance shall be maintained in full force and effect from the commencement of the Work by Contractor until final acceptance of the entire Project or the completion of all post-acceptance warranty or related Work by Contractor, whichever is later, and shall be for both on-site and off-site Work.

- .1 Automobile Liability insurance covering all owned, non-owned, and hired vehicles used by Contractor and Subcontractors for all operations both on and off the Project Site, with a minimum limit of One Million Dollars (\$1,000,000) Combined Single Limit Per Accident for Bodily Injury and Property Damage.

- .2 Professional Liability insurance if Contractor (or applicable Subcontractors) will perform or retain others to perform professional services in connection with the Work, including engineering, architectural, medical, testing, environmental assessment or remediation, or design-build services, with a minimum limit of One Million Dollars (\$1,000,000) Per Wrongful Act, Error, or Omission.
- .3 Owned and Non-Owned Aircraft. If an aircraft, whether owned or non-owned by the Contractor or any Subcontractor, is used in connection with the Work by the Contractor or any Subcontractor of any tier, the Contractor or Subcontractor, as applicable, shall advise the Owner or its representatives, shall provide a written explanation of the planned use of the aircraft, and shall provide Aircraft Liability Insurance at its sole cost and expense, the conditions and limits to be established by the Owner. The Owner reserves the right to prohibit the use of any aircraft in connection with the Work under this Contract. The minimum limit will be Five Million Dollars (\$5,000,000). This insurance shall be primary to all other insurance.
- .4 Asbestos and/or Lead Abatement. If Contractor (or applicable Subcontractors) will perform or retain others to perform abatement services; Asbestos and/or Lead Abatement Liability Insurance with limits of Ten Million Dollars (\$10,000,000) Each Occurrence and Ten Million Dollars (\$10,000,000) Aggregate when Work includes asbestos and/or lead abatement activities.
- .5 Workers' Compensation insurance providing statutory benefit limits under Pennsylvania's Workers' Compensation law and minimum limits under Coverage Part B (Employer's Liability) of Five Hundred Thousand Dollars (\$500,000) for Each Accident for Bodily Injury by Accident, Five Hundred Thousand Dollars (\$500,000) Each Employee for Bodily Injury by Disease, and Five Hundred Thousand Dollars (\$500,000) Policy Limit for Bodily Injury by Disease. The insurance shall cover all operations of Contractor (or the applicable Subcontractor). Such insurance shall be endorsed to include "Other States Coverage".
- .6 Commercial General Liability insurance covering all Operations/ Work of Contractor (or the applicable Subcontractor). Such insurance shall be written on an Occurrence form. Coverage shall not be provided under a "Claims-Made" or "Modified Occurrence" policy without the prior, expressed written consent of Owner. Such insurance: (i) Shall be no less comprehensive and no more restrictive than the coverage provided by the standard Insurance Services Office (ISO) form CG 00 01 (07/98); (ii) shall include by its terms or appropriate endorsements Bodily Injury, Property Damage, Personal Injury, Blanket Contractual, Independent Contractors, Products and Completed Operations coverages; (iii) shall include Products Liability coverage for any products manufactured, assembled, or otherwise worked upon away from the Project Site; and (iv) shall include coverage for "x" (explosion), "c" (collapse), and "u" (underground) exposures. Such insurance shall have the following minimum limits:
 - a. For the Contractor:
 - 1) \$5,000,000 Each Occurrence;
 - 2) \$5,000,000 General Aggregate; and
 - 3) \$5,000,000 Products/Completed Operations Aggregate
 - b. For all Subcontractors:
 - 1) \$1,000,000 Each Occurrence;
 - 2) \$2,000,000 General Aggregate; and
 - 3) \$1,000,000 Products/Completed Operations Aggregate
- .7 Umbrella Excess Liability:
 - a. All Prime Contractors: \$1,000,000 over Primary Insurance.

11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to

expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

11.1.3.1 The cancellation notice on the Certificate of Insurance, ACORD Form 25S, shall be revised to read 'Should any of the above-described policies be canceled before the expiration date thereof, the issuing company will mail 30 days' written notice to the certificate holder named to the left.' In addition to ACORD Form 25S, AIA Document G715 shall also be completed, in full, and submitted.

11.1.3.2 The Contractor shall provide insurance coverage for portions of the work stored off the site after written approval of the Owner at the value established in the approval, and also for portions of the work in transit.

11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the Architect and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's completed operations.

11.1.5 The Contractor shall purchase insurance from a company having an A. M. Best & Co. rating of 'A' or better.

11.1.6 The Contractor shall make the Reading Muhlenberg Career and Technology Center an Additional Insured. He shall provide an endorsement from his insurance carrier (in addition to Certificate required above) to the Owner within two weeks after execution of the Agreement stating that this subparagraph has been complied with. The endorsement shall obligate the insurance carrier to give the School District thirty (30) days' notice of cancellations of the insurance coverage(s).

11.2 OWNER'S LIABILITY INSURANCE

11.2.1 The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

11.3 PROPERTY INSURANCE

11.3.1 The Owner shall provide Builder's Risk Insurance at its option.

11.4 PERFORMANCE BOND AND PAYMENT BOND

11.4.1 The Contractor shall furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder. Bonds shall be obtained from a company lawfully authorized to do business in the Commonwealth of Pennsylvania and have Best's ratings of 'A' or better; and the cost of the bonds shall be included in the Contract Sum. The amount of each bond shall be equal to 100 percent of the Contract Sum.

11.4.1.1 The Contractor shall deliver the required bonds to the Owner **not later than ten (10) days after issuance of the Intention to Award and prior to the Owner's execution of the Agreement** ~~not later than three days following the date Agreement is entered into, or if the Work is to be commenced prior thereto in response to a letter of intent, the Contractor shall, prior to the commencement of the Work, submit evidence satisfactory to the Owner that such bonds will be furnished.~~

11.4.1.2 The Contractor shall require the attorney who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of the Power of Attorney.

11.4.2 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 authorize a copy to be furnished."

1.58 Add the following to the end of Subparagraph 12.2.2.2: "The one-year warranty period for Work completed and/or corrected after Substantial Completion but before Final Completion does not begin to run until after Final Completion."

1.59 Delete Subparagraph 12.2.2.3 in its entirety.

1.60 Add the following Subparagraph 12.2.6: "Nothing in Paragraph 12.2 shall decrease the responsibilities set forth in the Performance Bond."

1.61 Add to Article 13 of General Conditions the following paragraphs 13.6 through 13.15:

"13.6 PENNSYLVANIA PREVAILING WAGE RATES

13.6.1 Attention is called to the fact that not less than the minimum salaries and wages set forth in the Pennsylvania Prevailing Wage Rates and identified in the Contract Documents must be paid on this project. This regulation and the general Pennsylvania prevailing minimum wage rates, (Act 442 of 1961, P.L. 987, amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefor in the locality in which public work is performed, are made part of this specification.

- a. State Prevailing Wage Rate schedules are included in the project's construction documents.
- b. It is the Bidder's responsibility to perform and to adhere to all related administrative functions, as required by the Commonwealth of Pennsylvania.
- c. Refer to Section 012160 for additional information and for the applicable prevailing wage rate determinations for the PENNSYLVANIA PREVAILING WAGE ACT

13.7 DISCRIMINATION PROHIBITED AND COMPLIANCE WITH ADA

13.7.1 According to 62 Pa. C.S.A. § 3701, the Contractor agrees that: at its own expense, shall conform to the nondiscrimination policies and plans required by the Contact Documents, the laws of the Commonwealth of Pennsylvania and all other laws applicable to the Project.

13.7.2 In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall by reason of gender, race, creed or color discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.

13.7.3 No contractor or subcontractor or any person on their behalf shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color.

13.7.4 The contract may be canceled or terminated by the owner or government agency, and all money due or to become due under the contract may be forfeited for a violation of the terms or conditions of that portion of the contract.

13.7.5 Unless exempted by law, Contractor shall include the requirements of this section in every subcontract or purchase order so that it will be binding upon each subcontractor or supplier of the Contractor.

13.7.6 In the event the Contractor believes it necessary to modify its sequence of Work, the work environment or means and methods to comply with the applicable requirements of the Americans with Disabilities Act (ADA), Contractor shall notify the Architect and Owner in writing of the proposed modification. The Architect and Owner shall have a reasonable period of time to review the request before responding in writing to Contractor. All costs of the proposed modifications shall be borne by

Contractor, including impact costs to other Contractors or other parts of the Project, including any claims arising there-from. Contractor shall implement no modification until he receives written consent from the Architect.

13.7.7 If Contractor, its employees, subcontractors, suppliers or any other person or entity responsible to Contractor fails to comply with any applicable law or requirement of this Agreement or the Contract Documents, upon notice from the Architect or Owner, Contractor shall commence to cure such non-compliance within twenty-four (24) hours and shall achieve compliance within seventy-two (72) hours of receipt of written notice. Any failure of Contractor to do so after written notice to comply shall constitute a breach of contract and the Owner, in addition to its other rights in the event of a breach, shall have the right to terminate Contractor's right to perform the Work

13.8 HUMAN RELATIONS ACT

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

13.9 PUBLIC WORKS EMPLOYMENT VERIFICATION ACT

13.9.1 Contractor shall comply with all applicable provisions of Pennsylvania's Public Works Employment Verification Act, 43 P.S. § 167.1, et seq. In accordance with the Act, the Contractor will use the E-Verify Program operated by the Department of Homeland Security to verify the employment eligibility of each new employee hired after January 1, 2013 within five (5) business days of the hire date. Prior to commencing work, the Contractor shall fully and accurately complete a Commonwealth of Pennsylvania Public Works Employment Verification Form and shall provide that form to the Owner. The Public Works Employment Verification Form can be obtained on the website of Pennsylvania's Department of General Services:

<https://www.dgs.pa.gov/Materials-Services-Procurement/Public-Works-Employment-Verification/Documents/UPDATED%20Public%20Works%20Employment%20Verification%20Form.pdf>

For all new employees hired during the course of the Project, the Subcontractor must continue to use the E-Verify Program to verify their employment eligibility. <https://www.e-verify.gov/>

1) Contractor's subcontractors, at any tier, are also required to comply with the provisions of the Public Works Employment Verification Act. If Subcontractor enters into any subcontracts relating to the Project, the subcontracts must contain information about the requirements of the Public Works Employment Verification Act, and must identify that the applicable form may be obtained at

<https://www.dgs.pa.gov/Materials-Services-Procurement/Public-Works-Employment-Verification/Documents/UPDATED%20Public%20Works%20Employment%20Verification%20Form.pdf>.

13.10 STANDARD OF QUALITY

13.10.1 The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. Except for a limited selection of products which are specifically identified in the contract documents, it is not the intent to limit the bidder, the bid or the evaluation of the bid to any one material or product specified, but rather to describe the minimum standard. When proprietary names are used and are followed by the words "no alternatives or substitutions shall be accepted," only the specific product identified can be provided. This limitation is restricted to a limited selection of products for this project. When proprietary names are used as a standard of quality, they shall be followed by the words "or alternatives of the quality necessary to meet the specifications." A bid containing an alternative which does not meet the specifications may be declared non-responsive. A bid containing an alternative may be accepted but,

if an award is made to that bidder, the bidder will be required to replace any alternatives which do not meet the specifications.

13.11 USE OF STEEL AND STEEL PRODUCTS MADE IN THE UNITED STATES

13.11.1 In accordance with Act 3 of the 1978 General Assembly of the Commonwealth of Pennsylvania, if any steel or steel products are to be used or supplied in the performance of the contract, only those produced in the United States as defined therein shall be used or supplied in the performance of the contract or any subcontracts thereunder.

13.11.1.1 In accordance with Act 161 of 1982, cast iron products are also included and shall be produced in the United States. Act 144 of 1984 further defines "steel products" to include machinery and equipment. The act also provides clarification and penalties.

13.12 COMPETENT WORKMEN

13.12.1 According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under such contract except competent and first class workmen and mechanics. No workmen shall be regarded as competent first class, within the meaning of this Act, except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours work as shall be established as current rates of wages paid for such hours by employers of organized labor in doing similar work in the district where work is being done."

§13.13 ANTI-POLLUTION LEGISLATION 62 Pa. C.S.A. Section 3301 requires that Bidders on construction contracts, for the Commonwealth of Pennsylvania be advised that there are provisions of Federal and State statutes, rules and regulations dealing with the prevention of environmental pollution and the preservation of public natural resources that affect the Project on which Bids are being received.

§13.13.1 The Bidder shall become thoroughly acquainted with the terms of the listed statutes, rules and regulations, including, but not limited to, Flood Plain Management Act (32 P.S. Section 679.101, et seq.), Water Well Drillers License Act (32 P.S. Section 645.1, et seq.), Pennsylvania Scenic Rivers Act (32 P.S. Section 820.21, et seq.), Dam Safety and Encroachment Act (32 P.S. Sec. 693.1, et seq.), Bluff Recession and Setback Act (32 P.S. Section 5201, et seq.), Storm Water Management Act (32 P.S. Section 680, et seq.), Pennsylvania Sewage Facilities Act (35 P.S. Section 750.1, et seq.), Pennsylvania Solid Waste Management Act (35 P.S. Section 6018.101, et seq.), Pennsylvania Safe Drinking Water Act (35 P.S. Section 721.1, et seq.), the Clean Streams Law (35 P.S. Section 691.901 et seq. and 35 P.S. Section 691.1 et. seq.), Air Pollution Control Act (35 P.S. Section 4001, et seq.), Pennsylvania Historic Preservation Act (37 Pa. C.S.A. Section 501, et seq.), Pennsylvania Hazardous Sites Clean Up Act (35 P.S. Section 6020.101, et seq.), Pennsylvania Storage Tank and Spill Prevention Act (35 P.S. Sec. 6021.101, et seq.), Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. Sections 9601-9675) as amended, including, but not limited to, the Superfund Amendments and Reauthorization Act (P.L. 99-499), Federal Solid Waste Disposal Act (42 U.S.C. Sections 6901-6992), Federal Clean Air Act (Air Pollution Act) (42 U.S.C. Sections 7401-7642), Federal Safe Drinking Water Act (See Public Health Service Act Sections 1401-1451) (42 U.S.C. Sections 300f-300j-11), Wild and Scenic River Act (P.L. 90-542), Endangered Species Conservation Act of 1969 (P.L. 89-669), Endangered Species Conservation Act of 1973 (16 U.S.C. Sections 1531-1544), Federal Clean Water Act of 1977 (P.L. 95-217), Rivers and Harbor Act of 1970 (P.L. 91-611), Federal Insecticide, Fungicide, and Rodenticide Act (7 U.S.C. Sections 136-136y), Toxic Substance Control Act (15 U.S.C. Sections 2601-2692), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Coastal Wetlands Planning, Protection and Restoration Act (16. U.S.C. Sections 3951-3956), Coastal Zone Management Act of 1972 (16 U.S.C. Sections 1451-1464), Community Environmental Response Facilitation Act (42 U.S.C. Section 9620), Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. Sections 11001-11050), Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. Sections 791-798), Environmental Quality Improvement Act of 1970 (42 U.S.C. Sections 4371-4375), Federal Facility Compliance Act of 1992 (42 U.S.C. Section 6901), Federal Land Policy and Management Act of 1976 (43 U.S.C. Sections

1701-1784), Federal Water Pollution Control Act (33 U.S.C. Sections 1251-1387), Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. Sections 1101-1164), Global Climate Protection Act of 1987 (15 U.S.C. Section 2901 note), Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. Sections 4611, 4612, 4661, 4662), Lead-Based Paint Exposure Reduction Act (15 U.S.C. Sections 2681-2692), Lead Contamination Control Act of 1988 (42 U.S.C. Sections 300j-21 to 300j-25), Low-Level Radioactive Waste Policy Act (42 U.S.C. Sections 2021b-2021d), National Climate Program Act (15 U.S.C. Sections 2901-2908), National Contaminated Sediment Assessment and Management Act (33 U.S.C. Section 1271 note), National Environmental Policy Act of 1969 (42 U.S.C. Sections 4321-4370b), National Ocean Pollution Planning Act of 1978 (33 U.S.C. Sections 1701-1709), Noise Control Act of 1972 (42 U.S.C. Sections 4901-4918), Oil Pollution Act of 1990 (33 U.S.C. Sections 2701-2761), Pollution Prevention Act of 1990 (42 U.S.C. Sections 13101-13109), Public Health Service Act (42 U.S.C. Sections 300f-300j-11), Renewable Resources Extension Act of 1978 (16 U.S.C. Sections 1671-1676), Resource Conservation and Recovery Act of 1976 (42 U.S.C. Sections 6901-6991), Soil and Water Resources Conservation Act of 1977 (16 U.S.C. Sections 2001-2009), Water Resources Research Act of 1984 (42 U.S.C. Sections 10301-10309), Wood Residue Utilization Act of 1980 (16 U.S.C. Sections 1681-1687), Pennsylvania Worker and Community Right-to-Know Act (35 P.S. Section 7301, et seq.), Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214) (15 U.S.C. Sections 2651-2654), Delaware River Basin Compact (32 P.S. Section 815.101, et seq.), Brandywine River Valley Compact (32 P.S. Section 818, et seq.), Wheeling Creek Watershed Protection and Flood Prevention District Compact (32 P.S. Section 819, et seq.), Susquehanna River Basin Compact (32 P.S. Section 820.1, et seq.), Chesapeake Bay Commission Agreement (32 P.S. Section 820.11, et seq.), Land and Water Conservation and Reclamation Act (32 P.S. Section 5101, et seq.), Wild Resource Conservation Act (32 P.S. Section 5301, et seq.), Cave Protection Act (32 P.S. Section 5601, et seq.), Rails to Trails Act (32 P.S. Section 5611, et seq.), Phosphate Detergent Act (35 P.S. Section 722.1, et seq.), Plumbing System Lead Ban and Notification Act (35 P.S. Section 723.1, et seq.), Publicly Owned Treatment Works Penalty Law (35 P.S. Section 752.1, et seq.), Pennsylvania Solid Waste-Resources Recovery Act (35 P.S. Section 755.1, et seq.), Sewage System Cleaner Control Act (35 P.S. Section 770.01, et seq.), Hazardous Material Emergency Planning and Response Act (35 P.S. Section 6022.101, et seq.), Oil Spill Responder Liability Act (35 P.S. Section 6023.1, et seq.), Land Recycling and Environmental Remediation Standards Act (35 P.S. Section 6026.101, et seq.), Radiation Protection Act (35 P.S. Section 7110.101, et seq.), Low-Level Radioactive Waste Disposal Act (35 P.S. Section 7130.101, et seq.), Pennsylvania Municipalities Planning Code (53 P.S. Section 10101, et seq.), regulations, ordinances, and other actions pursuant to the foregoing, regulations pertaining to Pennsylvania Erosion and Sediment Control, and so on. No separate or additional payment will be made for such compliance. In the event that the listed statutes, rules and regulations are amended, or if new statutes, rules or regulations become effective, after date of receipt of Bids, upon receipt of documentation which causes the Contractor to perform additional Work, the Owner may issue a Change Order setting forth the additional Work that must be undertaken and such additional Work shall be undertaken at no additional cost to the Owner. It is also the responsibility of the Contractor to determine what local ordinances, if any, will affect their portion of the Work. The Contractor shall check for any County, City, Borough or Township rules or regulations applicable to the area in which the Project is being constructed and, in addition, for any rules or regulations of other organizations having jurisdiction, including, without limitation, chambers of commerce, planning commissions, industries or utility companies who have jurisdiction over lands which the Contractor occupies. Any costs of compliance with local controls shall be included in the prices bid, even though documents of such local controlling agencies are not listed herein.

§13.13.2 EROSION CONTROL Contractors performing excavation work shall comply with all rules and regulations of Chapter 102, Title 25 of Pennsylvania Soils Erosion and Sedimentation Control (25 Pa. Code Section 102.1, et seq.). Prior to any grading, the Contractor shall be responsible to obtain approval from the Department of Environmental Protection for an approved sedimentation and erosion control site plan and shall perform all necessary site work in accordance with said plan. The plan shall be available at the site at all times. Contractors performing excavation work shall maintain all devices

as required to control erosion caused by storing water and preventing dust and particles from being distributed off site.

§13.14 ACT NO. 247 provides that if the successful Bidder must undertake additional work due to enactment of new, or the amendment of existing, statutes, rules or regulations occurring after the submission of the successful Bid, the Owner shall issue a Change Order setting forth the additional work that must be undertaken, which shall not invalidate the Contract. The cost of such a Change Order to the Owner shall be determined in accordance with the provisions of the Contract for change orders or force accounts or, if no such provision is set for the in the Contract, then the cost to the Owner shall be the Contractor's cost for wages, labor costs other than wages, wage taxes, materials, equipment rentals, insurance and subcontracts attributable to the additional activity plus a reasonable sum for overhead and profit; provided, however, that such additional costs to undertake the work not specified in the Invitation for Bids shall not be approved unless written authorization is given to the successful Bidder prior to his undertaking such additional activity. In the event of a dispute between the Owner and the successful Bidder, arbitration procedures may be commenced under Article 7 of the General Conditions.

§13.15 DEMOLITION All demolition work shall be performed in accordance with the regulations of the Pennsylvania Code, Chapter 5 and Subchapter B – Demolition Work.

1.62 Change Subparagraph 14.1.1 as follows:

- In 14.1.1, change "30" to "sixty (60)"
- In subparagraph 14.1.1, insert "final, non-appealable" between "of" and "order"
- delete subparagraph 14.1.3

1.63 Delete Subparagraphs 14.1.3 and 14.1.4

1.64 Change Subparagraph 14.2.1 as follows:

- In subparagraph 14.2.1.1 delete "repeatedly".
- In subparagraph 14.2.1.3 delete "repeatedly".
- In subparagraph 14.2.1.4 delete "substantial".

1.65 Delete Subparagraph 14.2.4 and replace with the following:

§ 14.2.4 If the costs of finishing the Work, including compensation for the Architect's services and expenses made necessary by the termination, and other damages incurred by the Owner exceed the unpaid balance, the Contractor shall pay the difference to the Owner immediately upon demand by the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract. The costs of finishing the Work shall include, but not be limited to, all reasonable legal fees, professional fees, additional title costs, insurance, additional interest because of any delay in completing the Work, and all other direct and indirect consequential and/or incidental costs incurred by the Owner by reason of the termination of the Contractor as stated herein.

1.66 Add the following subparagraphs 14.2.5 and 14.2.6:

§ 14.2.5 In the event the Owner elects to terminate the Contractor for cause, the Owner may recover against the Contractor and Surety as part of its damages any and all legal fees, professional fees, jointly and severally, including, but not limited to, architectural fees, construction

management fees, legal fees, and all other costs and expenses related thereto. The Owner shall have the right to set off said amounts against any amount alleged to be due and owing to the Contractor on the base amount of the Contract. Further, should the Contractor fail to achieve Final Completion promptly, upon written recommendation by the Architect and upon notice to the Contractor and after reasonable opportunity to cure, the Owner may, for cause, terminate the Contractor, complete the Work, and recover against the Contractor or Surety, any and all amounts that the Owner incurs, including, but not limited to, any and all legal fees, professional fees and all other costs and expenses related thereto.

§ 14.2.6 In the event that the Owner declares the Contractor in default and the Contractor's Surety fails to adhere to its obligations under the Performance Bond and Payment Bond, the Surety shall be liable to the Owner for any and all damages that the Owner incurs including, but not limited to, any legal fees, professional fees, or other costs or expenses incurred by the Owner in connection with the Owner's pursuit of its rights under the Performance Bond, Payment Bond and/or applicable law, including, but not limited to, the cost of all litigation, legal fees, professional fees, and all other costs and expenses.

1.67 Add the following to the end of Subparagraph 14.3.1: "In such event, if applicable, the Contractor shall be entitled to an extension of the Contract Time pursuant to Subparagraph 8.3.1; provided, however, the Contractor shall not be entitled to any adjustment of the Contract Sum."

1.68 Delete Subparagraph 14.4.3 and replace with the following:

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment from the Owner for Work performed by the Contractor in accordance with the Contract Documents (including reasonable overhead and profit on such Work performed). The Contractor shall not be entitled to receive any other compensation, including, without limitation, for field and office overhead or profit (e.g. expected or actual profit), termination expenses or damages.

1.69 Delete Subparagraph 15.1.2 in its entirety.

1.70 Delete Subparagraph 15.1.3.1 and replace with the following:

"§ 15.1.3.1 Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by the Contractor must be initiated 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."

1.71 Delete Subparagraph 15.1.5 and replace with the following:

§ 15.1.5 Claims for Additional Cost. If the Contractor wishes to make a Claim for an increase in the Contract Sum, written notice as provided herein 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.

1.72 Add the following to Subparagraph 15.1.6.1:

After the last sentence, add "Extension of time shall be the sole recourse for delays and shall not act as an entitlement for damages due and owing the Contractor for said delays."

1.73 Add the following to the end of Subparagraph 15.1.6.2 before the period: “, during such abnormal period of time, and will have an unavoidable and material effect on the overall construction.”

1.74 Add the following Subparagraph 15.1.6.3:

§ 15.1.6.3 Construction Acceleration Claims No claim for an increase in the Contract Sum or change in the Contract Time shall be based on construction acceleration. Accordingly, no course of conduct or dealings between the parties, or any express or implied statements made by the parties, nor any express or implied acceptance of alterations to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Contract Sum or change in the Contract Time.

1.75 Delete Subparagraph 15.1.7 and replace with the following:

§ 15.1.7 Waiver of Claims for Consequential 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 is not limited to:

- .1 Consequential damages incurred by the Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of actual and expected profits.
- .2 Incidental damages incurred by the Contractor including, but not limited to, costs resulting from stopping the Work, removing and transporting the Contractor's property (e.g., the Contractor's equipment, supplies and materials), and storing the Contractor's property (e.g., the Contractor's equipment, supplies and materials) at an alternate location.

This waiver is applicable, without limitation, to all consequential and/or incidental damages, due to either the Contractor and/or the Owner's termination in accordance with Article 14. Notwithstanding anything else to the contrary in the Contract Documents, the Owner shall have the right to recover consequential damages and/or incidental damages from the Contractor to the extent permitted by law.

1.76 Add the following Subparagraph 15.1.8:

§ 15.1.8 Claims for Economic Loss The Contractor shall have no claim or right of recovery of damages against the Owner and/or the Architect for economic loss sustained, in whole or in part, by any act or omission of the Owner and/or the Architect to the extent that such act or omission constitutes a breach of contract. Specifically, and without limiting the generality of the foregoing, the Contractor shall have no claim against the Owner or the Architect for economic loss based upon any tort, including, without limitation, negligence, negligent misrepresentation or any other tort-based theory of liability.

1.77 Delete Subparagraphs 15.2.6 and 15.2.6.1 in their entirety, and replace with the following:

§ 15.2.6 When a written decision of the Architect states that (1) the decision is final but subject to mediation and/or litigation and (2) filing of mediation and/or a lawsuit covered by such decision must be made by the Contractor within thirty (30) days after the date on which the Contractor receives the final written initial decision, then the Contractor's failure to file mediation and/or a lawsuit within said thirty (30) days' period shall result in the Architect's decision becoming final and binding upon the Contractor and the Contractor shall have waived its right to mediate and/or litigate any subject matter addressed in such initial decision. In the event the Contractor attempts to pursue mediation or litigation of such subject matter, the Contractor shall reimburse the Owner, within thirty days of

demand, all fees and costs incurred by the Owner, including, without limitation, attorneys' fees, in connection therewith.

1.78 Delete Paragraph 15.3 and Subparagraphs 15.3.1 through 15.3.4 in their entirety and replace with the following:

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the Berks County Bar Association in accordance with its rules in effect on the date of the filing of mediation. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

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

§15.3.4 To the extent either the Owner or the Contractor pursues a Claim or otherwise commences litigation in connection with this Contract and the Owner prevails, partially or completely, on any or all of its own Claims or leaves the Contractor with less than one hundred percent (100%) recovery of the maximum amount claimed due to the Contractor during the resolution process of such Claim or litigation, the Contractor shall be liable for any and all legal fees, professional fees, costs or expenses of the Owner, as well as the true cost of any of the Owner's employees' time, associated with analyzing any Claim, pursuing litigation or defending the Claim or litigation. The Owner may (a) deduct such legal fees, professional fees, costs and expenses from any amounts otherwise due to the Contractor under the Contract, to the extent available or (b) submit an invoice to the Contractor identifying such amounts due and the Contractor shall immediately reimburse the Owner for such amount upon receipt of the invoice.

1.79 Delete Article 15.4 and Subparagraphs 15.4.1 thru 15.4.4.3 in their entirety, and replace with the following:

~~"15.4 ARBITRATION~~

~~15.4.1 Any controversy, dispute or Claim arising hereunder that is not resolved to the satisfaction of all parties by the Architect as described in subparagraph 15.2 shall be resolved by binding arbitration only if arbitration is selected by the Owner, pursuant to the rules of the American Arbitration Association. In the absence of such selection by the Owner, any controversy, dispute or Claim arising out of or related to the Contract Documents, or the breach thereof, shall be settled by non-jury trial in the Court of Common Pleas in the county where the Project is located or any and all other judicial and administrative remedies as otherwise provided by laws of the Commonwealth of Pennsylvania."~~

1.80 Add to General Conditions the following Article 16:

"ARTICLE 16 MECHANICS' LIENS

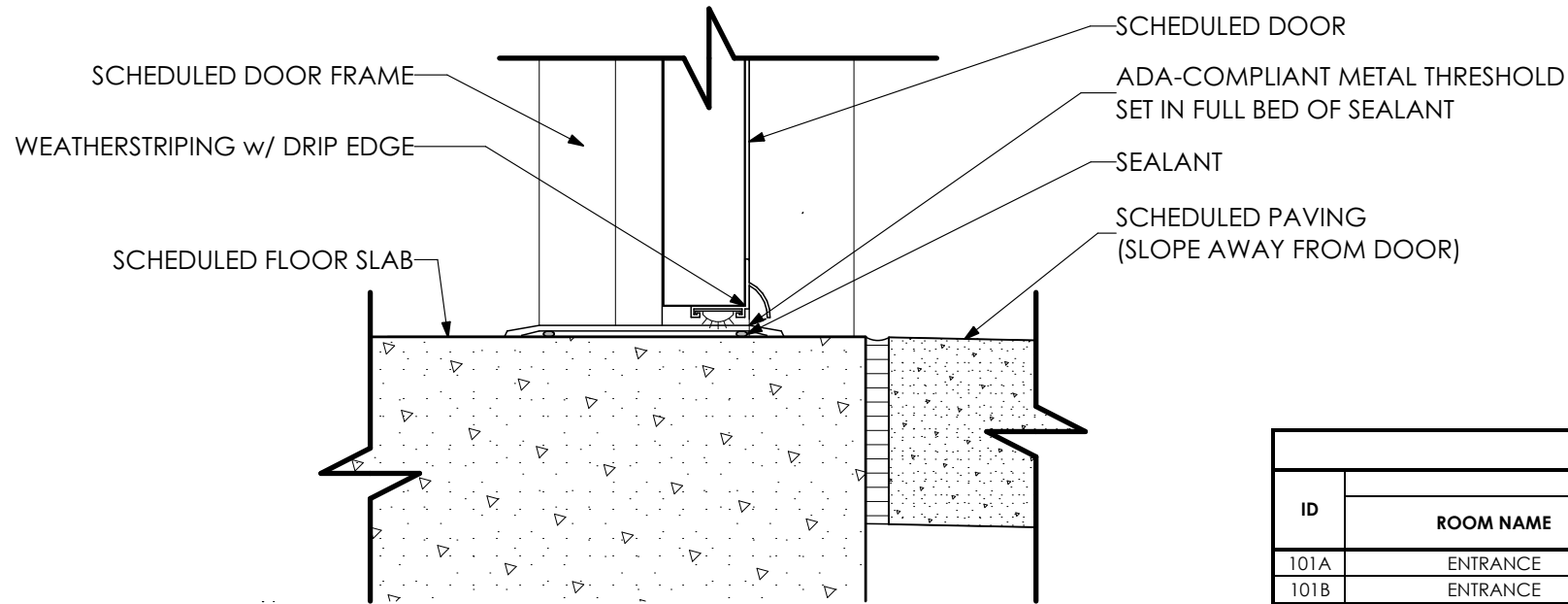
16.1 Contractor shall promptly pay for all materials furnished, labor supplied or performed by others, rental for equipment employed, and services rendered by public utilities in or in connection with the prosecution of the work, whether or not the said material, labor, equipment, and services entered into

and become component parts of the work or improvement contemplated. This provision is intended to ensure payment of every person, co-partnership, association or corporation who, as subcontractor or otherwise has furnished material, supplied or performed labor, rented equipment or supplied services in connection with the prosecution of the work as aforesaid, and shall preclude the filing by any such person, co-partnership, association or corporation, of any mechanic's lien claim against Owner for such material, labor, or rental of equipment.

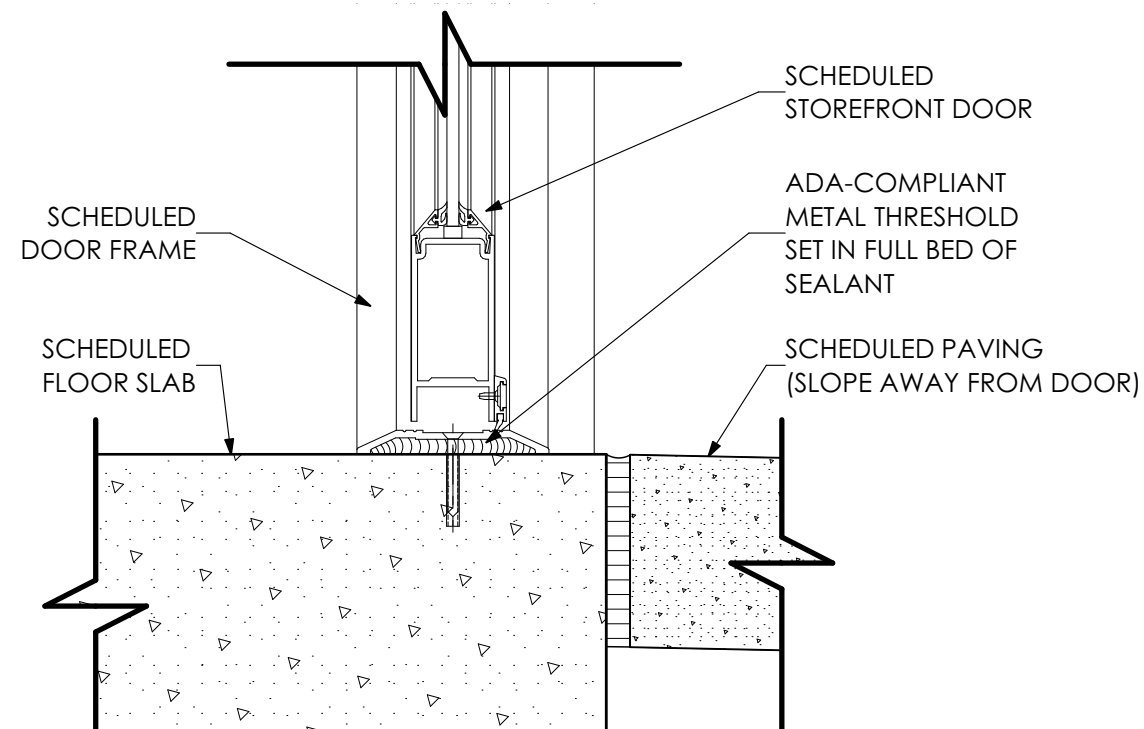
16.2 The Contractor, for any and all subcontractors and parties acting through, or under them or any of the, covenants and agrees by and with the Owner that no mechanic's liens or claims shall be filed or maintained by the said Contractor or any subcontractors or other party acting through or under it, them or any of them against the aforesaid building and/or the lot of ground or curtilage appurtenant thereto, or against the interests of the Owner on account of any work done or materials furnished by them or any of them whether prior to the execution of this Contract, under the aforesaid contract or under any supplemental contract thereto for extra or additional work or otherwise for, toward, in or about the work on the lot of ground hereinabove described, or any work or material therefor, and the said Contractor for itself and its subcontractors and all persons acting for or under it, them or any of them hereby expressly waives and relinquishes the right to have, file, or maintain any mechanic's claim or liens against the said building and/or the lot of ground hereinabove described or curtilage appurtenant thereto; to the interest of the Owner, it being the intent of the parties hereto that Contractor shall only possess those rights and remedies against Owner which are created by the terms and provisions of this Agreement and are based upon the contractual relationship between Owner and Contractor as defined and limited by this Agreement and any changes or modifications thereto.

16.3 Contractor further agrees that if, notwithstanding the foregoing, any suit, lien or claim occasioned by the Contractor's performance of this Contract, whether directly or indirectly, is filed by the Contractor, its Subcontractor, sub-subcontractors, materialmen, or suppliers in any court having jurisdiction of the premises and the same matures into a lien against the property, Contractor shall immediately cause such lien to be discharged as to such property by posting bond or by such other means as may be provided under the applicable statutes and rules of court or shall otherwise indemnify, defend and save Owner harmless on account of any such claims, liens, or suits."

END OF SECTION 007300



1 SILL DETAIL
SCALE: 3" = 1'-0"



2 SILL DETAIL
SCALE: 3" = 1'-0"

DOOR AND FRAME SCHEDULE - WELDING BUILDING															
ID	ROOM NAME	PANEL					FRAME						HARDWARE		NOTES
		EL	MATL	SIZE			EL	MATL	DETAIL			SET NO	FIRE RTG.		
				W	HT	THK			HEAD	JAMB	SILL				
101A	ENTRANCE	SF-A	AL/GL	(2) 3'-0"	7'-0"	1 3/4"	SF-1	AL/GL	2/A-504	3/A-602	2/SD-001	2.0		CARD ACCESS	
101B	ENTRANCE	SF-B	AL/GL	3'-0"	7'-0"	1 3/4"	SF-2	AL/GL		6/A-602		8.0			
101C	ENTRANCE	SF-B	AL/GL	3'-0"	7'-0"	1 3/4"	SF-3	AL/GL		6/A-602		8.0			
103	JANITORIAL CLOSET	HM-A	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		13.0			
104A	THEORY ROOM	HM-B	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		15.0			
104B	THEORY ROOM	HM-B	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		14.0			
104C	THEORY ROOM	HM-A	HM	(2) 3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		18.0			
105	BOYS LOCKER ROOM	HM-P	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		19.0			
106	DATA ROOM	HM-A	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		12.0			
107	GIRLS LOCKER ROOM	HM-P	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		19.0			
108A	MATERIAL STORAGE	HM-A	HM	3'-0"	7'-0"	1 3/4"	F1	HM	1/A-502	4/A-602	1/SD-001	7.0		INSULATED (U - 0.37)	
108B	MATERIAL STORAGE	OH-A	STL	10'-0"	9'-0"	2"	MFR. STANDARD		7/A-602		1/A-504	1.0		INSULATED (U - 0.31)	
108C	MATERIAL STORAGE	HM-B	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		16.0			
109A	TOOL STORAGE	HM-A	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		11.0			
109B	NIGHT STORAGE	HM-A	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		11.0			
109C	WORKROOM	HM-B	HM	3'-0"	7'-0"	1 3/4"	F1	HM	9/A-502	4/A-602	1/SD-001	7.0		INSULATED (U - 0.37)	
109D	WORKROOM	OH-B	STL	10'-0"	10'-0"	2"	MFR. STANDARD		7/A-602		1/SD-001	1.0		INSULATED (U - 0.31)	
110	OUTDOOR WELDING	HM-B	HM	(2) 3'-0"	7'-0"	1 3/4"	F2	HM		4/A-602	1/SD-001	4.0		INSULATED (U - 0.37)	
E-1	ELECTRICAL ROOM	HM-A	HM	3'-0"	7'-0"	1 3/4"	F1	HM		4/A-602	1/SD-001	3.0		INSULATED (U - 0.37)	
S-1	TANK STORAGE	HM-P	HM	3'-0"	7'-0"	1 3/4"	F1	HM		3/A-602	1/SD-001	3.0		INSULATED (U - 0.37)	
S-2	TANK STORAGE	HM-P	HM	3'-0"	7'-0"	1 3/4"	F1	HM		3/A-602	1/SD-001	3.0		INSULATED (U - 0.37)	
S-3	TANK STORAGE	HM-P	HM	3'-0"	7'-0"	1 3/4"	F1	HM		3/A-602	1/SD-001	3.0		INSULATED (U - 0.37)	
S-4	MECHANICAL ROOM	HM-A	HM	3'-0"	7'-0"	1 3/4"	F1	HM		3/A-603	1/SD-001	5.0		INSULATED (U - 0.37)	
T-1	TOILET ROOM	HM-A	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		17.0			
T-2	TOILET ROOM	HM-A	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-602		17.0			
201	ROOF	HM-A	HM	3'-0"	5'-10"	1 3/4"	F1	HM		3/A-602	4/A-503	6.0		ROOF ACCESS. INSULATED (U - 0.37)	
202	MECH. PLATFORM	HM-A	HM	3'-0"	7'-0"	1 3/4"	F2	HM		1/A-602		10.0			
203	MECH. PLATFORM	HM-A	HM	(2) 3'-0"	7'-0"	1 3/4"	F1	HM		1/A-602		9.0			

DOOR AND FRAME SCHEDULE - 3D FABRICATION															
ID	ROOM NAME	PANEL					FRAME						HARDWARE		NOTES
		EL	MATL	SIZE			EL	MATL	DETAIL			SET NO	FIRE RTG.		
				W	HT	THK			HEAD	JAMB	SILL				
8	GIRL LOCKER ROOM	HM-P	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-601		19.0			
10	BOYS LOCKER ROOM	HM-P	HM	3'-0"	7'-0"	1 3/4"	F1	HM		2/A-603		19.0			

READING MUHLENBERG CAREER & TECHNOLOGY CENTER

PROGRAM UPGRADES

2615 WARREN ROAD READING, PA19604

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DRAWN BY: BB, DK	DATE: 5/25/2022
CLIENT PROJ #: -	CLIENT: RMCTC

DOOR SCHEDULE AND DETAILS

MG

ARCHITECTS

ESTABLISHED 1920

PROJECT #:
4525A

SD-001

