

PROJECT MANUAL

WILLIAM H. SCHEIDE HOUSE (HEREINAFTER REFERRED TO AS THE SCHEIDE HOUSE) PORCH RENOVATIONS

221 North Washington Street, Titusville, PA 16354

FOR

OIL REGION ALLIANCE of BUSINESS, INDUSTRY and TOURISM

217 Elm Street
Oil City, PA 16301

Phone: 814-677-3152
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June, 2023

Project Architect Firm
Struxures, LLC

3545 State Route 257
Seneca, PA 16346

Phone: 814/676-1432
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Project No.: 013-23

Scheide House – Porch Renovations
221 North Washington Street
Titusville, PA

Project 013-23

June, 2023

TABLE OF CONTENTS

TOC – 1

1.0 - BIDDING REQUIREMENTS

1.0	LEGAL NOTICE	LN - 1
1.1	ANNOUNCEMENT OF INVITATION FOR BIDS	AIB – 1-2
1.2	INSTRUCTIONS TO BIDDERS	ITB - 1- 7
1.3	BID FORMS	
1.3.1	BID FORM	BF –1 -4
1.3.2	BID BOND	BB- 1
1.3.3	STATEMENT OF BIDDER’S QUALIFICATIONS	SBQ – 1-2
1.3.4	STATEMENT OF ASSURANCES	SA - 1-4
1.3.5	SCHEDULE OF PROPOSED SUBCONTRACTORS	SPS – 1
1.3.6	NONCOLLUSION AFFIDAVIT OF PRIME BIDDER	NC – 1
1.3.7	CERTIFICATION OF NONSEGREGATED FACILITIES	CNF –1
1.3.8	NONDISCRIMINATION CLAUSE	NDC –1 – 2
1.3.9	SCHEDULE OF PRIOR AND CURRENT CLIENTS	SPC - 1

2.0 CONTRACT DOCUMENTS

2.1	AGREEMENT FORM	AF – 1- 7
2.2	PERFORMANCE BOND	PB – 1 - 2
2.3	PAYMENT BOND	PAB -1 -2
2.4	CONDITIONS OF THE CONTRACT	
2.4.1	GENERAL CONDITIONS	GC – 1-20
2.4.2	PREVAILING WAGES	PW – 1-9
2.5	SCHEDULE OF DRAWINGS	SD - 1
2.6	SPECIFICATIONS	

DIVISION 01 - GENERAL REQUIREMENTS

SECTION 011000	SUMMARY	011000 - 1-3
SECTION 012300	ALTERNATES	012300 - 1-2
SECTION 012600	CONTRACT MODIFICATION PROCEDURES	012600 - 1-3
SECTION 012900	PAYMENT PROCEDURES	012900 - 1-3
SECTION 013300	SUBMITTAL PROCEDURES	013300 - 1-8
SECTION 017700	CLOSEOUT PROCEDURES	017700 - 1-5
SECTION 017839	PROJECT RECORD DOCUMENTS	017839 - 1-3
SECTION 002020	DCNR PROJECT SIGNAGE POLICY (AS OF 10-27-21)	002020 – 1-7

TABLE OF CONTENTS

TOC - 1



217 Elm Street / Oil City, PA 16301-1412 / 814.677.3152 / FAX 814.677.5206 / 800.483.6264 / www.oilregion.org

MEMO

TO: Area Newspaper

FROM: Marilyn Black; consultant for ORA; marilynblack@windstream.net

DATE: November 2, 2023

RE: Invitation for Bids; "Scheide House – Porch Renovations (Phase VI)"

Please publish the following legal notice once in your next edition. Proof of publication and invoice should be provided to the attention of Scheide, Oil Region Alliance, 217 Elm Street, Oil City, PA 16301. Thank you.

LEGAL NOTICE

The Oil Region Alliance (ORA) will accept bids until 2:00 p.m. on Tuesday, December 5, 2023 for Porch Renovation (Phase VI) for three first-floor porches on the historic Scheide House. A mandatory pre-bid conference will be held at the Scheide House, 221 North Washington Street, Titusville, PA at 10:00 a.m. on Wednesday, November 15, 2023. For information and full instructions, contact Marilyn Black, consultant, marilynblack@windstream.net; 814-671-2058. The electronic bid set is posted at <https://oilregion.org/the-alliance/rfps/>. Bid specifications as hard copy may be purchased for \$40 by contacting StruXures Architecture, 814-676-1432; plus \$10 mailing fee if mailed.



217 Elm Street / Oil City, PA 16301-1412 / 814.677.3152 / FAX 814.677.5206 / 800.483.6264 / www.oilregion.org

ANNOUNCEMENT OF INVITATION FOR BIDS SCHEIDE HOUSE – PORCH RENOVATIONS

The Oil Region Alliance will receive sealed bids until **2:00 p.m. local time on Tuesday, December 5, 2023** for Porch Renovations for the historic Scheide House (Phase VI), involving three first-floor porches. Electronic bid set is posted at <https://oilregion.org/the-alliance/rfps/>. Hard-copy of Bid Documents may be obtained from StruXures Architecture at 3545 State Route 257, Seneca, PA 16346, 814-676-1432, for a non-refundable fee of forty dollars (\$40.00) per set payable to the Oil Region Alliance. A \$10 mailing fee will also be required for Bid Documents that are mailed.

This Phase VI project entails the following involving three first-floor porches: Front Porch – scrape loose paint, remove carpet, repair damaged column bases, replace fascia board and trim, rebuild existing porch stair, repair dentil molding, install wrought iron railing at stairs, paint wood and floor, install bird spikes, repair existing electrical outlets and install new electrical outlets; Rear Porch – wash all wood, replace sections of top rail, repair holes in balusters, stain decking and stair treads, prime and paint posts/railings/trim/skirting/risers/ledger board, and install electrical outlet; and Cast Iron Patio (Alternate #1) – remove existing slate from patio and resurface with Ardex depending on concrete conditions found, repairs to slate steps to house, wire brush/repair/paint cast iron skirting and steps to yard, replace damaged siding along patio, and repair/replace stone base below damaged siding. See full details in the drawings and notes thereto.

A mandatory pre-bid meeting will be held at 10:00 a.m. on Wednesday, November 15, 2023 at the Scheide House, 221 North Washington Street, Titusville, PA. This will be the only opportunity given to potential contractors to access and view the site accompanied by the project architect and project coordinator.

Bids should be addressed to the Oil Region Alliance, 217 Elm Street, Oil City, PA 16301. The bid package should be clearly marked “Sealed Bid for Scheide House Porch Renovations. DO NOT OPEN UNTIL **2:00 p.m. December 5, 2023.**” Bids will not be accepted by facsimile (fax machine) nor e-mail. A certified check, bank cashier’s check or bid bond in an amount equal to ten (10) percent of the bid, payable to the Oil Region Alliance, shall be submitted with the bid to guarantee the bidder’s entrance into a contract if given the award. Surety companies executing the Bid Bond must be listed in the U.S. Treasury Department Circular 570, as currently amended, and be authorized to transact business in the Commonwealth of Pennsylvania.

Bids may be held by Oil Region Alliance (ORA) for a period not to exceed 90 days from the date of opening for the purpose of reviewing the bids and investigating the qualifications of bidders, prior to awarding contract. The ORA reserves the right to refuse any or all bids, and to waive any technicalities or informalities in bidding.

The contract with the selected bidder is anticipated to begin approximately December 20, 2023 and conclude by June 15, 2024.

(Continued on one additional sheet)



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This project is federally funded through the National Park Service, the PA Department of Conservation and Natural Resources (DCNR), and private funding. Attention is called to the fact that not less than the minimum **Davis-Bacon Prevailing Wage salaries and wages** as set forth in the Contract Documents must be paid. The contractor must ensure that employees and applicants for employment are not discriminated against because of their race, age, color, religion, sex, gender, sexual orientation, national origin, creed, disabilities, or handicap. Contractor must make and document efforts to include Disadvantaged Business Enterprise (DBE) among the list of subcontractors assembled to conduct this federally-subsidized and Commonwealth-subsidized building rehabilitation project.

For more information, contact Marilyn Black, consultant, marilynblack@windstream.net; (814) 671-2058. Project questions may also be asked of the project architects, StruXures Architecture, 3545 State Route 257, Seneca, PA 16346; (814) 676-1432) dgaston@struxures.com.

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INSTRUCTIONS TO BIDDERS

1. DEFINED TERMS

Terms used in these Instructions to Bidders are defined and have the meanings assigned to them in the General Conditions.

2. BIDDING DOCUMENTS

2.1 Complete sets of Bidding Documents may be obtained as noted in the Announcement of Invitation for Bids.

2.2 These Contract Documents include a complete set of bidding and contract forms which are for the convenience of Bidders and are not to be detached from the Contract Documents, filled out, or executed. Separate copies of Bid Forms are furnished for that purpose; however, the Oil Region Alliance or its Architect assume no responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. QUALIFICATIONS OF BIDDERS

3.1 To demonstrate qualifications to perform the work, each bidder must be prepared to submit, as part of the bid, written evidence of his qualifications, including his previous experience, organization and equipment available for the project, financial data, and authority to conduct business in the jurisdiction where the project is located.

3.2 The right is reserved to reject any Bid where an investigation of the available evidence or information does not satisfy the Oil Region Alliance that the Bidder is qualified to carry out properly the terms of the Contract.

4. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

4.1 Before submitting a Bid, each Bidder must examine the Contract Documents thoroughly; visit the site and familiarize himself with local conditions that may in any manner affect cost, progress, or performance of the work; familiarize himself with Federal, State, and local laws, ordinances, rules and regulations including the Build America Act (BABAA) requirements mandated by Title IX of the infrastructure and Jobs Act("11JA"), Pub.L.177-58 that may in any manner affect cost, progress, or performance of the work; and study and carefully correlate his observations with the Contract Documents. A mandatory pre-bid meeting will be held at **10:00 am on NOVEMBER 15, 2023** at the Scheide House, 221 North Washington Street, Titusville, PA. Contractors will be given the opportunity to access and view the project at this meeting only. Representation at the meeting will be required of every prime bidder, and bids from other companies will not be opened.

4.2 The lands upon which the work is to be performed rights-of-way for access thereto, and lands designated for use by Contractor in performing the work are identified in the Drawings included in the Contract Documents.

- 4.3 The submission of a Bid will constitute a representation by the Bidder that he has complied with every requirement of this Article 4 and that the Contract Documents are sufficient in scope and detail to indicate and convey understanding of all terms and conditions for performance of the Work.

5. INTERPRETATIONS

No oral interpretation will be made to any Bidder as to the meaning of the Contract Documents or any part thereof. Every request for such an interpretation shall be made in writing to Struxures, LLC. Any inquiry received seven (7) or more days prior to the date fixed for opening of Bids will be given consideration. Every interpretation made to a Bidder will be in the form of an Addendum to the Contract Documents, and when issued, will be on file in the offices of Struxures, LLC at least five (5) days before Bids are opened. In addition, all Addenda will be mailed or emailed to each person holding Contract Documents, but it shall be the Bidder's responsibility to make inquiry as to the Addenda issued. All such Addenda shall become part of the Contract and all Bidders shall be bound by such Addenda, whether or not received by the Bidders.

6. DELETED

7. BID SECURITY

- 7.1 Bid Security shall be made payable to the Oil Region Alliance, in an amount of not less than ten (10) percent of the Bidder's maximum Bid price and in the form of a certified check, bank cashier's check, or a Bid Bond issued by a Surety meeting the requirements of paragraph 7.3.
- 7.2 The Bid Security of the lowest responsible Bidder will be retained until such Bidder has furnished the required Payment and Performance Bonds and certificates of insurance and executed the Agreement, whereupon it will be returned. If the lowest responsible Bidder fails to furnish the required Contract Security within ten (10) days of the Notice of Award or fails to execute and return the Agreement within ten (10) days of the Notice of Award, Owner may annul Notice of Award and the Bid Security of that Bidder will be forfeited. Bid Security of other Bidders will be returned as soon as practical after the Bid opening.
- 7.3 All bonds submitted as Bid Security shall be executed by surety companies legally authorized to do business in Pennsylvania. Such surety companies shall also be named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in current Circular 570 by the Audit Staff Bureau of Accounts, U.S. Treasury Department. Attorneys-In-Fact who sign Bid Bonds must file with each Bond a certified copy of their Power of Attorney to sign said Bonds, bearing the same date as the Bonds.
- 7.4 Revised Bids submitted before the opening of Bids, if representing an increase in excess of two percent (2%) of the original Bid, must have the Bid Security adjusted accordingly; otherwise the bid will not be considered.

8. CONTRACT TIME

The number of days within which, or the date by which, the Work is to be completed (The Contract Time) is set forth in the Agreement.

9. LIQUIDATED DAMAGES

Provisions for liquidated damages, if any, are set forth in the Agreement.

10. SUBSTITUTE MATERIAL AND EQUIPMENT

The Contract, if awarded, will be on the basis of material and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or equal" item of material or equipment may be furnished or used by Contractor if acceptable to Architect, application for such acceptance will not be considered by Architect until after the effective date of the Agreement. The procedure for submittal of any such application by Contractor and consideration by Architect is set forth in paragraph 6.7 of the General Conditions which may be supplemented in the General Requirements. Any request for substitute or (or equal shall include the Manufacturer's Certification of compliance with the Build America Act (BABAA) requirements mandated by Title IX of the Infrastructure and Jobs Act ("IIJA), Pub. L. 177-58.

11. SUBCONTRACTORS

11.1 If any bidder proposes to use a subcontractor to perform work, then he shall submit with his Bid a Statement of Subcontractor's Qualifications completed by the subcontractor being proposed. Failure to submit this Statement from each subcontractor will cause bid to be in default.

11.2 The lowest responsible Bidder, and any other Bidder so requested, will within seven (7) days after the day of the Bid opening submit to the Oil Region Alliance a list of all subcontractors and other persons and organizations (including those who are to furnish the principal items of material and equipment) proposed for those portions of the work as to which such identification is so required. Such list shall be accompanied by a Noncollusion Affidavit and an experience statement with pertinent information as to similar projects and other evidence of qualification for each such subcontractor, person, and organization if requested by the Oil Region Alliance. If the Oil Region Alliance after due investigation has reasonable objection to any proposed Subcontractor, other person or organization, it may before giving the Notice of Award, request the lowest responsible Bidder to submit an acceptable substitute without an increase in Bid price. If the lowest responsible Bidder declines to make any such substitution, the contract shall not be awarded to such Bidder, but his declining to make any such substitution will not constitute grounds for sacrificing his Bid Security. For any Subcontractor, other person or organization so listed and to whom the Oil Region Alliance does not make written objection prior to the giving of the Notice of Award it will be deemed there is no objection.

11.3 No Contractor shall be required to contract with any Subcontractor, other person or organization against whom he has reasonable objection.

12. COLLUSIVE AGREEMENTS

- 12.1 Each Bidder submitting a Bid to the Oil Region Alliance for any portion of the work contemplated by the documents on which bidding is based shall execute and attach thereto, on the form provided, a Noncollusion Affidavit to the effect that he has not colluded with any other person, firm, or corporation in regard to his Bid.
- 12.2 Before executing any subcontract, the successful Bidder shall submit a Noncollusion Affidavit completed by the Subcontractor on the form provided.

13. BID FORM

- 13.1 All Bids must be submitted on the form supplied in the Contract Documents and shall be subject to all requirements of the Contract Documents, including these INSTRUCTIONS TO BIDDERS.
- 13.2 Bid Forms must be completed in ink or by typewriter. Where unit prices for estimated quantities appear on the Bid Form, the Bid price of each item on the form must be stated and extended; in case of a conflict, the unit price will take precedence and not the totals or extensions.
- 13.3 DELETED
- 13.4 Bids by corporations must be executed in the corporate name by the president or vice-president (or other person having authority to bind the corporation, accompanied by corporate power of attorney) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation shall be shown below the signature.
- 13.5 Bids by partnerships must be executed in the partnership name and signed by a partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.
- 13.6 All names must be typed or printed below the signature.
- 13.7 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers and dates of which shall be filled in on the Bid Form).
- 13.8 The address to which communications regarding the Bids are to be directed must be shown.

14. SUBMISSION OF BIDS

- 14.1 Bids shall be submitted to the place and prior to the time indicated in the Advertisement for Bids. The person designated to open bids will decide when the specified time has arrived, and no Bid received thereafter will be considered.
- 14.2 Bidding Documents including the Bid Form, Bid Security, Noncollusion Affidavit,

Certification of Nonsegregated Facilities, Statement of Bidder's Qualifications, and Certification of Bidder Regarding Equal Employment Opportunity, shall be enclosed in envelopes (outer and inner), both of which shall be sealed and clearly labeled with the project title, Contract number, name and address of Bidder, and date and time of Bid opening in order to guard against premature opening of the Bid.

14.3 Bids will not be accepted by facsimile (FAX machine).

15. **ALTERNATIVE BIDS**

No Alternative Bids will be considered unless they are specifically requested.

16. **MODIFICATION AND WITHDRAWAL OF BIDS**

Bids may be modified or withdrawn by an appropriate document duly executed (in the manner that a Bid must be executed) and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids.

17. **OPENING OF BIDS**

Bids will be publicly opened and read aloud, and an abstract of the amounts of the base Bids, unit prices, and major alternates (if any) will be made available after the opening of Bids.

18. **BIDS TO REMAIN OPEN**

Except as otherwise permitted by law, Bids shall remain irrevocable for the period stated in the Announcement of Invitation for Bids.

19. **AWARD OF CONTRACT**

19.1 Owner reserves the right to reject any and all Bids, to waive any and all informalities and the right to disregard all nonconforming, nonresponsive or conditional Bids. Owner reserves the right to award the Contract to whomever he chooses, and the award may be to other than the low bidder. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

19.2 In evaluating Bids, Owner shall consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and alternates and unit prices if requested in the Bid Form. It is Owner's intent to accept alternates (if any are accepted) in the order in which they are listed in the Bid Form but Owner may accept them in any order or combination.

19.3 Owner may consider the qualifications and experience of Subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the Work as to which the identity of Subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by Owner.

- 19.4 Owner may conduct such investigations as he deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of the Bidders, proposed Subcontractors and other persons and organizations to do the Work or furnish equipment in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.
- 19.5 If the contract is to be awarded it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Project.
- 19.6 If the contract is to be awarded, Owner will give the lowest responsible Bidder a Notice of Award within the time specified for Bids to remain irrevocable.

20. PERFORMANCE AND OTHER BONDS

Paragraph 5.1 of the General Conditions set forth Owner's requirements as to Performance and Payment Bonds. The lowest responsible Bidder shall, within ten (10) days of the issuance of the Notice of Award, furnish acceptable Performance and Payment Bonds, each in an amount equal to 100% of the Bid, to the Oil Region Alliance Office unless otherwise specified.

21. SIGNING OF AGREEMENT

When Owner gives a Notice of Award to the lowest responsible Bidder, it will be accompanied by at least four (4) unsigned duplicate original copies of the Agreement. Within ten (10) days thereafter, Contractor shall sign and deliver said duplicate original copies of the Agreement to Owner. The duplicate original copies will then be signed by Owner. Owner will identify those portions of the Contract Documents not fully signed by Owner and Contractor and such identification shall be binding on all parties. The Owner and the Contractor will each receive an executed duplicate copy of the Contract Documents.

22. WAGES AND SALARIES

- 22.1 Particular attention is called to the requirements for payment of Davis-Bacon prevailing wage and salary rates, and the conditions of employment with respect to certain categories and classifications of employees.
- 22.2 The rates of pay set forth under the Wage Requirements are the minimum to be paid during the life of the Contract. It is the responsibility of Bidders to inform themselves as to local labor conditions, such as the length of work day and work week, overtime compensation, health and welfare contributions, labor supply, and prospective changes or adjustments of rates.

23. EQUAL EMPLOYMENT OPPORTUNITY

Particular attention is called to the requirement for ensuring that employees and applicants for employment are not discriminated against because of their race, age, sex, gender, sexual

orientation, color, national origin, handicap, disabilities, creed, or religion. (See General Conditions Part II.) Each Bidder must submit a completed Certification of Bidder Regarding Equal Employment Opportunity.

24. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL LAWS

Particular attention is called to the necessity of complying with all Federal, State, and Local laws and regulations.

This project is subject to the Build America, Buy America Act (BABAA) requirements mandated by Title IX of the infrastructure and Jobs Act (“11JA”), Pub. L. 177-58. Absent of an approved waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budget’s M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Finance Assistance Programs for Infrastructure, April 18, 2022. Contractor must provide Manufacturer’s Certification – Documentation provided by a Manufacturer, certifying that the items provided by Manufacturer meet the domestic preference requirements of BABAA.

END OF SECTION

SCHEIDE HOUSE PORCH RENOVATIONS

To: Oil Region Alliance
217 Elm Street
Oil City, PA 16301

From: _____

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to complete all Work as specified or indicated in the Contract Documents for the Contract Price indicated in this Bid within the Contract Time and in accordance with the Contract Documents.

The undersigned BIDDER submits this Bid with the understanding that the OWNER reserves the right to reject any or all bids submitted.

2. BIDDER accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for ninety (90) days after the day of Bid opening, unless award is delayed due to required approvals of another governmental agency, the sale of bonds, or the award of a grant or grants, in which case Bids shall be irrevocable for one hundred twenty (120) days in compliance with Act No. 317 of 1978 approved November 26, 1978, except as set forth in Pennsylvania Statute, Public Contracts - Withdrawal of Bids, Act of January 23, 1974, (P.L. 9, No. 4).

BIDDER shall submit the required Performance and Payment Bonds and Certificates of Insurance within ten (10) days after the date of OWNER'S Notice of Award.

BIDDER shall sign and return the Agreement within ten (10) days after the date of OWNER's Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

(a) BIDDER has examined copies of all the Contract Documents and hereby acknowledges receipt of the following Addenda:

Number

Date

- (b) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or a corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for himself any advantage over any other Bidder or over OWNER; and

(c) BIDDER hereby states that he has available adequate equipment and finances to properly and expeditiously prosecute the Work as bid, and is prepared to present further information to substantiate this statement.

4. BIDDER shall complete the Work for the price(s) shown on the attached Standard Form for Bid Proposal.

BIDDER agrees that the Work will be completed within the Contract Time, on or before the dates or within the number of consecutive calendar days indicated in the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work on time.

BIDDER is familiar with all laws and regulations that may affect cost, progress, and performance of the work, including BABAA requirements.

6. The following documents are attached to and made a condition of this Bid:

- (a) Bid Form
- (b) Required Bid Security
- (c) Statement of Bidder's Qualifications with supporting data
- (d) Statement of Subcontractor's Qualifications
- (e) Certification of Nonsegregated Facilities
- (f) Noncollusion Affidavit
- (g) Other documents as required by the Instructions to Bidders or Contract Documents

7. Communications concerning this Bid may be forwarded to the address of BIDDER indicated below.

8. The terms used in this Bid have the meanings assigned to them in the General Conditions.

9. BIDDER covenants and warrants that he has had sufficient time to examine the site of the Work; that he has examined the site of the Work; and that he has based the within Contract Prices on his own independent examination and investigation of the site. BIDDER has examined the legal requirements (federal, state, and local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the work and has made such independent investigations as BIDDER deems necessary

BASE BID (PORCH RENOVATIONS INCLUDING FRONT PORCH AND BACK PORCH)

The undersigned bidder proposes to perform the work in accordance with the Scheide House Porch Renovations Contract Documents for the Lump-Sum Contract amount of:

_____. Dollars (\$)_____).

ALTERNATE NO. 1 (CAST IRON PATIO/SIDE PORCH)

*(Add to) or (Deduct from) the Base Bid the sum of: _____ Dollars (\$ _____).

AN INDIVIDUAL

By: _____/s/ _____
(Signature) (Typed Name)

Doing Business As: _____

Business Address: _____

Phone No.: () _____

Fax No.: () _____

Email: () _____

A PARTNERSHIP

Firm Name: _____

By: _____/s/ _____/s/
(Partner) (Partner) (SEAL)

Business Address: _____

Phone No.: (_____) _____

Fax No: (_____) _____

Email: (_____) _____

A CORPORATION

Corporation Name: _____

State of Incorporation: _____

By: _____/s/ _____
(Person Authorized to Sign) (Title)

(CORPORATE SEAL)

Attest: _____/s/
(Corporate Secretary)

Business Address: _____

Phone No.: (_____) _____

Fax: (_____) _____

Email: (_____) _____

SUBMITTED this _____ day of _____, 20 _____.

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

THAT _____ of _____

as Principal, and _____

a Corporation organized and existing under the laws of the State of _____
and authorized to do business in the State of Pennsylvania, as Surety, are held and firmly bound
unto the Oil Region Alliance, Venango County, Pennsylvania, as Obligee, in the full and just sum
of

_____ Dollars (\$ _____),
lawful money of the United States of America, for the payment of which sum, well and truly to be
made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

WHEREAS, the said Principal is herewith submitting its Bid proposal for the Porch Renovations
work at the Scheide House.

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be given
Notice of Award of the Contract, the said Principal will, within the time required, give good and
sufficient Bonds to secure the performance of the terms and conditions of the Contract and enter into
an Agreement, then this obligation to be void; otherwise, the Principal and Surety will pay unto the
Obligee the full amount of this Bid Security.

Signed, Sealed and Delivered this _____ day of _____, 20_____.

Attest:

PRINCIPAL

_____/s/
Secretary

By: _____/s/
President/Owner

(SEAL)

SURETY

_____/s/
Witness

By: _____/s/
Attorney-in-Fact

(SEAL)

NOTES:

Attach an appropriate Power of Attorney, dated as of the same date as the bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

If the Contractor is a Partnership, all partners shall execute the bond.

Surety companies executing bonds must appear on the U.S. Department of the Treasury most current Bond List (Circular 570 as amended). Bond amounts are subject to the underwriting limitations listed in the most recent Circular 570.

STATEMENT OF BIDDER'S QUALIFICATIONS

The following is a list of questions that must be answered clearly and comprehensively by each Bidder. Additional information may be submitted. This statement must be notarized.

1. Name of Bidder?
2. Permanent main office address?
3. When organized?
4. If a corporation, where incorporated?
5. How many years have you been engaged in the contracting business under your present firm or trade name?
6. Contracts on hand: Show a schedule of these, including amounts of each contract and anticipated dates of completion.
7. General character of work performed by your company?
8. Have you ever failed to complete any work awarded to you? If so, where and why?
9. Have you ever defaulted on a contract? If so, where and why?
10. List the more important projects recently completed by your company, stating the approximate cost for each, and the month and year completed.
11. List your major equipment available for this contract.
12. Experience in construction work similar in importance to this project.
13. Background and experience of the principal members of your organization, including the officers.
14. Credit available?
15. Bank reference?
16. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required?
17. Enclose list of at least four previous/current clients for reference purposes, including the company name, address, phone, fax and e-mail for each client.
18. The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the Oil Region Alliance in verification of this Statement of Bidder's Qualifications.

SUBMITTED this _____ day of _____, 20 ____.

Signed _____

Title _____

State of _____)

County of _____)

_____ being duly sworn deposes and says that he

is _____ of _____ and that the
answers to the foregoing questions and all statements therein contained are true and correct.

Subscribed and sworn to before me this _____ day of _____, 20 ____.

Notary Public

My Commission Expires

Company: _____

Address: _____

Telephone: _____ Fax: _____

Contact's Name and Title: _____

Contact's E-mail Address: _____

STATEMENT OF ASSURANCES AND INSURANCE INFORMATION

Enclosure with proposal submitted to Oil Region Alliance of Business, Industry & Tourism

1. IDENTIFICATION

Proposal Submitted by: _____
(Organization name)

In response to Invitation For Bids issued by Oil Region Alliance (ORA) entitled:
Scheide House Porch Renovations Work.

Date Statement Signed: _____

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

_____ YES	_____ NO	I certify that the proposing firm and its principals as of today's date are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency, or by the Commonwealth of Pennsylvania. I also certify that we have not within a three-year period preceding this proposal date been convicted of or had a civil judgment rendered against any of us in connection with obtaining, attempting to obtain, or performing a public transactions or contract under a public transactions; violation of Federal or Commonwealth antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property. I also certify that we are not presently indicted for or otherwise criminally or civilly charged by a governmental entity with mission of any of the offenses listed above. I also certify that within the three-year period preceding this proposal, we have not had one or more public transactions (Federal, Commonwealth, or local) terminated for cause or default. I also certify that the proposing firm is not delinquent in any Commonwealth obligation, including taxes. I further affirm that if, at any time during the term of any contract resulting from this proposal, the firm becomes delinquent, or is debarred, or is suspended, the firm will within 15 days of that date of delinquency, suspension or debarment provide written notice to the Oil Region Alliance.
If no, elaborate at 8--Comments.		

3. CERTIFICATION REGARDING DRUG-FREE WORKPLACE

_____ YES	_____ NO	I certify that the proposing firm will or will continue to provide a drug-free workplace by establishing an ongoing drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug-free workplace, any available drug counseling/rehabilitation and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
If no, elaborate at 8--Comments.		

<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">YES</div>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">NO</div>	<p>The proposing firm and any subcontractors shall establish and maintain a written drug-free workplace policy and shall inform their employees of the policy. Upon request by ORA, a copy shall be furnished for project files.</p>
<p>If no, elaborate at 8--Comments.</p>		

<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">YES</div>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">NO</div>	<p>I also certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the funds provided by ORA. If I am convicted of a criminal drug offense, I will report that within 10 calendar days to the ORA-assigned project manager.</p>
<p>If no, elaborate at 8--Comments.</p>		

4. CERTIFICATION REGARDING LOBBYING

<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">YES</div>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">NO</div>	<p>I certify that no part of the money paid by ORA to my firm (if selected as a vendor to perform the work as described in the accompanying proposal) shall be used directly or indirectly to pay for any personal service, advertisement, telegram, telephone, letter, printed or written matter, or any other device, intended or designed to influence in any manner a Member of Congress, to favor or oppose, by vote or otherwise, any legislation or appropriation by Congress, whether before or after the introduction of any bill or resolution proposing such legislation or appropriation.</p>
<p>If no, elaborate at 8--Comments.</p>		

5. CERTIFICATION REGARDING MINORITY-OWNED BUSINESS ENTERPRISE/WOMAN-OWNED BUSINESS ENTERPRISE

<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">YES</div>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">NO</div>	<p>I certify that the firm submitting this proposal is an official Minority-owned Business Enterprise.</p>
------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------

<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">YES</div>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">NO</div>	<p>I certify that the firm submitting this proposal is an official Woman-owned Business Enterprise.</p>
------------------------------------------------------------------------------------------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------	---------------------------------------------------------------------------------------------------------

<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">YES</div>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">NO</div>	<p>I certify that if my firm is selected as the vendor to perform work as described in the accompanying proposal and we determine that part of the scope of work needs to be subcontracted, we will give special favorable consideration to selecting Minority-owned Business Enterprises and/or Woman-owned Business Enterprises as subcontractors.</p>
<p>If no, elaborate at 8--Comments.</p>		

6. CERTIFICATION REGARDING NON-DISCRIMINATION/SEXUAL HARASSMENT

<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">YES</div>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div> <div style="text-align: center;">NO</div>	<p>I certify that if my firm is selected as the vendor to perform work as described in the accompanying proposal, we agree to the following non-discrimination clauses: (a) In the hiring of any employees directly or via subcontractors, no one acting on our behalf shall, by reason of gender, age, sexual orientation, national origin, handicap disabilities, religion, race, creed, or color, discriminate against any citizen</p>
<p>If no, elaborate at 8--Comments.</p>		

of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates; and (b) The firm and/or any subcontractor or any person on our/their behalf shall not in any manner discriminate against or intimidate any employee involved in this work on account of gender, race, creed, or color.

<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div>	
YES	NO	
		The proposing firm and any subcontractors shall establish and maintain a written sexual harassment policy and shall inform their employees of the policy. Upon request by ORA, a copy shall be furnished for project files. The policy must contain a notice that sexual harassment will not be tolerated and employees who practice it will be disciplined.
If no, elaborate at 8--Comments.		

7. INSURANCE INFORMATION

My firm has the following insurance policies currently in place:

Policy Type	Policy Number	Insurance Company	Policy Ending Date

General Liability			

Property Insurance			

Workmen's Compensation			

Employer's Liability			

Automobile Liability			

<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div>	
YES	NO	
		Our <u>current general liability policy</u> already lists all of the following as additional insured parties:
		Commonwealth of Pennsylvania;
		Pa. Department of Conservation and Natural Resources;
		Oil Region Alliance of Business, Industry & Tourism;
		National Park Service; and
		The United States of America.

<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div>	<div style="border-bottom: 1px solid black; width: 100px; margin: 0 auto;"></div>	
YES	NO	
If no, elaborate at 8--Comments.		<p>I certify that, upon selection of my firm as a vendor to perform the work described in the accompanying proposal, we will promptly revise our general liability policy to also include as additional insured parties any of the following parties which are not already listed on our current policy: Commonwealth of Pennsylvania; Pennsylvania Department of Conservation and Natural Resources; Oil Region Alliance of Business, Industry & Tourism; National Park Service; and the United States of America. I understand that ORA will notify the selected vendor as to the specific funding streams involved, which may include more entities than those in this list, some of which may also require such coverage as additional insured parties as conditions of their grant support.</p> <p>I further agree to provide ORA with written verification of the new coverage of each required additional insured party.</p>

8. COMMENTS AND CLARIFICATIONS

See additional attachment(s): _____

9. SIGNATURE

By my signature below, I certify that I am an authorized agent on behalf of the entity submitted a proposal to ORA, and that I certify the accuracy of the statements and insurance information indicated above.

(Signature of Authorized Agent)

(Title of Authorized Agent)

(Typed or Printed Name of Authorized Agent)

(Date Signed)

(Entity Submitting Proposal)

(Mailing Address)

(Authorized Agent's Telephone Number)

(Agent's E-mail Address)

Scheide House – Porch Renovations
221 North Washington Street
Titusville, PA

Project 013-23
June, 2023

SCHEDULE OF PROPOSED SUBCONTRACTORS

SUBCONTRACTOR

Organization

Address

Telephone

Fax

E-mail

Federal Identification Number

Type of Business (Individual; Partnership; or
Corporation)

SUBCONTRACTORS

SPS - 1

StruXures LLC
Seneca, PA

NONCOLLUSION AFFIDAVIT OF PRIME BIDDER

State of Pennsylvania)

County of Venango)

_____ being first duly sworn, deposes and says that:

(1) He is _____
(Owner, partner, officer, representative or agent)
of _____, the Bidder that has
submitted the attached Bid:

(2) He is fully informed respecting the preparation and contents of the attached Bid and of
all pertinent circumstances respecting such Bid;

(3) Such Bid is genuine and is not a collusive or sham Bid;

(4) Neither the said Bidder nor any of its officers, partners, owners, agents, representatives,
employees or parties in interest, including this affiant, has in any way colluded, conspired,
connived or agreed, directly or indirectly with any other Bidder, firm or person to submit a
collusive or sham Bid in connection with the Contract for which the attached Bid has been
submitted or to refrain from bidding in connection with such Contract, or has in any manner,
directly or indirectly, sought by agreement or collusion or communication or conference with
any other Bidder, firm or person to fix the price or prices in the attached Bid or of any other
Bidder, or to fix any overhead, profit or cost element for the Bid prices or the Bid price of
any Bidder, or to secure through any collusion, conspiracy, connivance or unlawful
agreement any advantage against the

_____ or any person
interested in the proposed Contract; and

(5) The price or prices quoted in the attached Bid are fair and proper and are not tainted by
any collusion, conspiracy, connivance or unlawful agreement on the part of the Bidder or any
of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Signed _____

Title _____

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My Commission Expires

CERTIFICATION OF NONSEGREGATED FACILITIES

The Bidder certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. The Bidder certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location under his control where segregated facilities are maintained. The Bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this Bid. As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms and washrooms, restaurants, and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreational and entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicate directive or are in fact segregated on the basis of race, color, religion, or national origin, because of habit, local custom or otherwise. The Bidder agrees that (except where he has obtained identical certification from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause, and that he will retain such certifications in his files.

Note: The penalty for making false statements in offers is prescribed in 18 U.S.C. Subsection 1001.

SUBMITTED this _____ day of _____, 20_____.

(Name of Bidder)

(By)

(Title)

Official Address _____
(including ZIP CODE)

NONDISCRIMINATION/SEXUAL HARASSMENT CLAUSE [Grants]

The Grantee agrees:

1. In the hiring of any employee(s) for the manufacture of supplies, performance of work, or any other activity required under the grant agreement or any subgrant agreement, contract, or subcontract, the Grantee, a subgrantee, a contractor, a subcontractor, or any person acting on behalf of the Grantee shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the *Pennsylvania Human Relations Act* (PHRA) and applicable federal laws, against any citizen of this commonwealth who is qualified and available to perform the work to which the employment relates.
2. The Grantee, any subgrantee, contractor or any subcontractor or any person on their behalf shall not in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against or intimidate any of its employees.
3. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, in the provision of services under the grant agreement, subgrant agreement, contract or subcontract.
4. Neither the Grantee nor any subgrantee nor any contractor nor any subcontractor nor any person on their behalf shall in any manner discriminate against employees by reason of participation in or decision to refrain from participating in labor activities protected under the *Public Employee Relations Act*, *Pennsylvania Labor Relations Act* or *National Labor Relations Act*, as applicable and to the extent determined by entities charged with such Acts' enforcement, and shall comply with any provision of law establishing organizations as employees' exclusive representatives.
5. The Grantee, any subgrantee, contractor or any subcontractor shall establish and maintain a written nondiscrimination and sexual harassment policy and shall inform their employees in writing of the policy. The policy must contain a provision that sexual harassment will not be tolerated and employees who practice it will be disciplined. Posting this Nondiscrimination/Sexual Harassment Clause conspicuously in easily-accessible and well-lighted places customarily frequented by employees and at or near where the grant services are performed shall satisfy this requirement for employees with an established work site.
6. The Grantee, any subgrantee, contractor or any subcontractor shall not discriminate by reason of race, gender, creed, color, sexual orientation, gender identity or expression, or in violation of the PHRA and applicable federal laws, against any subgrantee, contractor, subcontractor or supplier who is qualified to perform the work to which the grant relates.
7. The Grantee and each subgrantee, contractor and subcontractor represents that it is presently in compliance with and will maintain compliance with all applicable federal, state, and local laws and regulations relating to nondiscrimination and sexual

harassment. The Grantee and each subgrantee, contractor and subcontractor further represents that it has filed a Standard Form 100 Employer Information Report ("EEO-1") with the U.S. Equal Employment Opportunity Commission ("EEOC") and shall file an annual EEO-1 report with the EEOC as required for employers' subject to *Title VII of the Civil Rights Act of 1964*, as amended, that have 100 or more employees and employers that have federal government contracts or first-tier subcontracts and have 50 or more employees. The Grantee, any subgrantee, any contractor or any subcontractor shall, upon request and within the time periods requested by the Commonwealth, furnish all necessary employment documents and records, including EEO-1 reports, and permit access to their books, records, and accounts by the granting agency and the Bureau of Diversity, Inclusion and Small Business Opportunities for the purpose of ascertaining compliance with the provisions of this Nondiscrimination/Sexual Harassment Clause.

8. The Grantee, any subgrantee, contractor or any subcontractor shall include the provisions of this Nondiscrimination/Sexual Harassment Clause in every subgrant agreement, contract or subcontract so that those provisions applicable to subgrantees, contractors or subcontractors will be binding upon each subgrantee, contractor or subcontractor.
9. The Granter's and each subgrantee's, contractor's and subcontractor's obligations pursuant to these provisions are ongoing from and after the effective date of the grant agreement through the termination date thereof. Accordingly, the Grantee and each subgrantee, contractor and subcontractor shall have an obligation to inform the commonwealth if, at any time during the term of the grant agreement, it becomes aware of any actions or occurrences that would result in violation of these provisions.
10. The commonwealth may cancel or terminate the grant agreement and all money due or to become due under the grant agreement may be forfeited for a violation of the terms and conditions of this Nondiscrimination/Sexual Harassment Clause. In addition, the granting agency may proceed with debarment or suspension and may place the Grantee, subgrantee, contractor, or subcontractor in the Contractor Responsibility File.

Based on Management Directive 215.16 Amended (8/2/18)

Scheide House – Porch Renovations
221 North Washington Street
Titusville, PA

Project 013-23
June, 2023

SCHEDULE OF PRIOR AND CURRENT CLIENTS

CLIENT

Client

Address

Telephone

Fax

E-mail

Federal Identification Number

Type of Business (Individual; Partnership; or
Corporation)

CLIENT

Client

Address

Telephone

Fax

E-mail

Federal Identification Number

Type of Business (Individual; Partnership; or
Corporation)

PRIOR AND CURRENT CLIENTS

SPC - 1

StruXures LLC
Seneca, PA

AGREEMENT

THIS AGREEMENT, is entered into this _____ day of _____, 20_____
by and between the Oil Region Alliance, Oil City, Venango County, Pennsylvania, hereinafter called
OWNER, and a Corporation

known as

organized and existing under the laws of the State of _____
or

a Partnership known as

consisting of the following members:

or

an Individual

trading as

hereinafter called CONTRACTOR.

WITNESSETH, that OWNER and CONTRACTOR, in consideration of the mutual covenants
hereinafter set forth, agree as follows:

Article 1. WORK

CONTRACTOR shall complete all Work as specified and indicated in the Contract Documents for
Scheide House – Porch Renovations Work.

Article 2. CONTRACT TIME

2.1 **Work shall be complete and ready for final payment in accordance with Paragraph
14.1 of the General Conditions on or before June 15, 2024. All work shall be done
Monday through Friday; no work shall be allowed on Saturday or Sunday.**

2.2 Liquidated Damages: OWNER and CONTRACTOR recognize that time is of the essence of
this Agreement and that OWNER will suffer financial loss if the Work is not substantially
complete within the time specified in paragraph 2.1 above, plus any extensions thereof
allowed in accordance with Article 12 of the General Conditions. They also recognize the
delays, expense and difficulties involved in proving in a legal or arbitration proceeding the
actual loss suffered by OWNER if the Work is not substantially complete on time.
Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that
as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER
Two Hundred Dollars (\$200.00) for each calendar day that expires after the times specified
in paragraph 2.1 until the Work is substantially complete.

Article 3. CONTRACT PRICE

OWNER shall pay CONTRACTOR for performance of the Work in accordance with the Contract Documents in lawful money of the United States of America, and subject to additions and deductions as provided in the General Conditions, the unit prices listed on the attached Standard Form for Bid Proposal for actual quantities of items provided, as measured by ARCHITECT or his representative.

Article 4. PAYMENT

CONTRACTOR shall submit applications for payment twice a month - one for the 1st thru the 15th and one for the 16th thru the end of each month., in accordance with Article 14 of the General Conditions. The application will be processed by ARCHITECT as provided in the General Conditions.

Article 5. LOCATION OF WORK

The project is located at 221 North Washington Street in the City of Titusville, Crawford County, Pennsylvania, as shown on the Drawings included as part of the Contract Documents.

Article 6. GUARANTEE PERIOD

CONTRACTOR shall warrant and guarantee his Work and materials in accordance with Article 13 of the General Conditions for a period of three years from the date of Substantial Completion.

Article 7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has familiarized himself with the nature and extent of the Contract Documents, Work, locality, and with all local conditions and federal, state and local laws, ordinances, rules and regulations that in any manner may affect cost, progress or performance of the Work.
- 7.2 CONTRACTOR further covenants and warrants that he has had sufficient time to examine the site of the Work; that he has examined the site of the Work; and that he has based the within contract prices on his own independent examination and investigation of the site, and conditions and has not relied on any information furnished to him by OWNER or ARCHITECT.
- 7.3 CONTRACTOR has correlated the results of such observations, examinations, investigations, tests, reports and data with the terms and conditions of the Contract Documents.
- 7.4 CONTRACTOR has given ARCHITECT written notice of all conflicts, errors or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to CONTRACTOR.

Article 8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR are attached to this Agreement by reference, made a part hereof and consist of the following:

- 8.1 This Agreement
- 8.2 Performance, Payment and other Bonds
- 8.3 Nondiscrimination Clause
- 8.3 General Conditions – Parts I and II
- 8.4 Technical Specifications
- 8.5 Drawings
- 8.6 Addenda numbers ____ through ____, inclusive
- 8.7 CONTRACTOR's Bid
- 8.8 Documentation submitted by CONTRACTOR prior to Notice of Award
- 8.9 Any Modification, including Change Orders, duly delivered after execution of Agreement.

Article 9. MISCELLANEOUS

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions shall have the meanings indicated in the General Conditions.
- 9.2 OWNER and CONTRACTOR each binds himself, his partners, successors, assigns and legal representatives to the other party hereto, his partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.

Article 10. OTHER PROVISIONS

- 10.1 CONTRACTOR agrees that he, and his Subcontractors, will pay each person engaged in the Work not less than the minimum wage determination for the applicable described class of work, in accordance with law, as specified by the Commonwealth of Pennsylvania or the United States Government, under any Pennsylvania or federal law which is made applicable to the Project, by the terms of the Contract Documents or addenda thereto.
- 10.2 It is understood that CONTRACTOR in signing this Agreement shall employ only competent and first-class workers and mechanics.
- 10.3 CONTRACTOR agrees that in the case of any conflict between any of the provisions of the Contract Documents, the provisions most beneficial to OWNER shall prevail and govern.

10.4 CONTRACTOR agrees that no verbal agreement or undertaking with any officer, agent or employee of OWNER either before or after the execution of this Agreement shall alter, amend, modify or rescind any of the terms or provisions contained in any of the Contract Documents.

Article 11. QUALITY OF SERVICE

CONTRACTOR shall perform its services with care, skill and diligence, in accordance with the applicable professional standards currently recognized by such profession. CONTRACTOR shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in performing its services.

Article 12. INDEPENDENT CONTRACTORS

During performance of this Contract, CONTRACTOR shall be an independent contractor and not an agent of OWNER. CONTRACTOR shall supervise the performance of its own services and shall have control of the manner and means by which services are performed, subject to compliance with this contract.

Article 13. NON-ASSIGNABILITY

CONTRACTOR shall not subcontract nor assign this Contract or otherwise dispose of its right, title, or interest therein to any other firm without obtaining the prior written consent by OWNER. Consent by OWNER to any assignment or subcontract of the work shall not be deemed to create a contractual relationship between OWNER and the subcontracting party or assignee.

Article 14. THIRD PARTY INFORMATION

OWNER agrees that CONTRACTOR may solicit and reasonably rely on third party information essential and relative to the performance of CONTRACTOR in carrying out the requirements of this Contract whenever such information is under the control of a third party. CONTRACTOR will be responsible and liable for the direct or indirect consequences of its reasonable reliance on such third party information.

Article 15. PERSONNEL

All personnel in the employ of CONTRACTOR, or approved subcontractors, who work on this project shall keep a record of time spent. This record of time will be made available upon request to OWNER and/or contract auditors during the period of this contract and until December 31, 2026.

CONTRACTOR and any subcontractors shall make and document diligent efforts to include Disadvantaged Business Enterprises (DBE) among the list of subcontractors assembled to conduct this federally-subsidized building rehabilitation project.

Article 16. SUBCONTRACTORS

If CONTRACTOR determines that services of subcontractors are required, CONTRACTOR will, within 10 days of the execution of this agreement, furnish OWNER with the complete

business names, addresses, telephone numbers, fax numbers, e-mail addresses, and contact person's name and title for each new potential subcontractor. OWNER will have the right of prior approval, which shall not be unreasonably withheld.

Article 17. OWNERSHIP OF PROPERTY INVOLVED

The Oil Region Alliance of Business, Industry & Tourism is the sole owner of the work site property, William H. Scheide House, 221 North Washington Street, Titusville, PA. No changes of ownership are envisioned during the contract period.

Article 18. TERMINATION

Either party upon seven (7) days written notice may terminate this contract. Should termination occur prior to the completion of the scope of work, CONTRACTOR will be paid for labor and expenses incurred through the date of termination, in accordance with the payment schedule referenced at Articles 2, 3, and 4 of this contract.

Article 19. NONDISCRIMINATION

CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, ancestry, income, sex, age, gender, sexual orientation, disabilities, creed, handicap, color or national origin in accordance with the Nondiscrimination Clause (appended as Exhibit A). In that Exhibit, CONTRACTOR means _____ for the purposes of this Contract.

Article 20. HOLD HARMLESS

CONTRACTOR shall hold the National Park Service, U. S. Government, Commonwealth of Pennsylvania, the Pa. Department of Conservation and Natural Resources, and the ORA harmless from, defend, and indemnify each of these agencies/entities against, any and all claims, demands, and actions which have been determined by a court of competent jurisdiction to have been solely the result of any activities performed by CONTRACTOR and its employees and agents, under this Contract in a matter which is contrary to the direction of, the National Park Service, U. S. Government, Commonwealth of Pennsylvania, the Pa. Department of Conservation and Natural Resources, or ORA and shall defend any and all actions brought against the National Park Service, or ORA arising from CONTRACTOR's negligence.

It is understood that CONTRACTOR will have its standard liability insurance policies name as additional insured's the National Park Service, U. S. Government, Commonwealth of Pennsylvania, the Pa. Department of Conservation and Natural Resources, and the Oil Region Alliance as relates to claims of bodily injury and or property damage arising out of any services performed by CONTRACTOR or its employees or agents under this Contract including business and non-business invitees and their property and all other property (including vehicles, buildings, vegetation, and/or fixtures) sustaining damage as a direct or indirect result of the execution of this project, whether or not actually engaged in the project at the time the claim insures. Such policies shall not include any provision limiting the then existing sovereign immunity of the National Park Service, U. S. Government, Commonwealth of Pennsylvania, the Pa. Department of Conservation and Natural Resources, or the ORA or of its agents or employees. Upon request, CONTRACTOR shall furnish to OWNER proof of insurance as additional parties as required by

this Article.

Article 21. ACKNOWLEDGEMENT OF FEDERAL/STATE/LOCAL ASSISTANCE

CONTRACTOR in every publication and publicity release concerning this project will acknowledge financial assistance as follows: “This Rehabilitation project was funded by a grant provided by the National Park Service via the Oil Region Alliance of Business, Industry & Tourism. Funding was also received from the Pa. Department of Conservation and Natural Resources, Bureau of Recreation and Conservation and other private donors.”

Article 22. COMPLIANCE WITH FEDERAL/STATE/LOCAL REGULATIONS

All activities authorized by this Contract shall be performed in accordance with applicable statutes, applicable conditions, relevant directives, guidelines, application procedures, and requirements as attached hereto or otherwise provided by the NPS Cooperative Agreement with ORA, DCNR agreements with ORA, Charitable trust awards to ORA and any addendum thereto, and incorporated herein by reference. CONTRACTOR acknowledges that this Contract is subject to all requirements set forth herein and further agrees that it will comply with additional requirements taking effect during this contract period and determined by the National Park Service and/or Pa. DCNR as necessary. This agreement is for services related to a project that is subject to the Build America, Buy America Act (BABAA) requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”), Pub. L. 177-58. Absent an approval waiver, all iron, steel, manufactured products, and construction materials used in this project must be produced in the United States, as further outlined by the Office of Management and Budgets, Memorandum M-22-11, Initial Implementation Guidance of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

Article 23. AMENDMENTS TO AGREEMENT

Any changes in the Scope of Work (as described in the Invitation for Bids and the CONTRACTOR’s bid) to be performed under this Contract or any changes in the amounts or methods of compensation must be incorporated in written amendments to this Contract in order to be considered binding on the parties.

Amendments shall not take effect until they carry the signatures of the authorized agents of OWNER and CONTRACTOR.

Article 24. COMPLIANCE WITH CONTRACTOR RESPONSIBILITY

CONTRACTOR certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government. If CONTRACTOR enters into subcontracts or employs under this Contract any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or the federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this Contract or any extensions or renewals thereof, the National Park Service, Pennsylvania/DCNR or OWNER shall have the right to require CONTRACTOR to terminate such subcontracts or employment.

Article 25. RECORDS

OWNER and CONTRACTOR at their respective principal offices or places of business, shall maintain, using accepted procedures, complete and accurate records and accounts including documents, correspondence, and other evidence pertaining to costs, and expenses of this Contract, reflecting all matters and activities covered by this Contract. At any time during normal business hours and as often as the National Park Service, Commonwealth of Pennsylvania/DCNR, and/or ORA deems necessary, CONTRACTOR shall make available for inspection by the National Park Service, Commonwealth of Pennsylvania/DCNR, ORA, or its duly authorized representatives, all of its records with respect to all matters covered by this Contract and will permit the National Park Service, Commonwealth of Pennsylvania/DCNR, and/or ORA to audit, examine and make copies of such records.

All required records shall be maintained by CONTRACTOR for a period of three (3) years from the date of final payment or audit, if required, except in those cases where unresolved audit questions may require maintaining some or all records for a longer period, in which event the records shall be maintained until all pending matters are resolved.

Article 26. DUPLICATE ORIGINALS

11.1 Four (4) duplicate original copies of the Agreement and all other Contract Documents shall be signed by the Owner and Contractor for the execution of this contract.

SIGNATURES BY AUTHORIZED AGENTS IN WITNESS WHEREOF, the parties hereto have signed four (4) copies of this Agreement. One duplicate original each has been delivered to CONTRACTOR and ARCHITECT, and two duplicate originals have been delivered to OWNER. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR.

This Agreement will be effective on _____, 20_____.

OWNER:

CONTRACTOR:

Oil Region Alliance
217 Elm Street
Oil City, PA 16301

_____/s/
President

_____/s/
President

_____/s/
Chair of Board

_____/s/

_____/s/
Date Signed

_____/s/
Date Signed

(CORPORATE SEAL)

(CORPORATE SEAL)

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS:

That We, _____ as
Principal, and _____ a corporation
organized and existing under the laws of the State of _____ and
authorized to do business in the Commonwealth of Pennsylvania, as Surety,
are held and firmly bound unto the Oil Region Alliance, Venango County, Pennsylvania, as Oblige, in the full and just sum of _____ (\$ _____), lawful money of the United States of America, for the payment of which sum, well and truly be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that

WHEREAS, the Principal contemplates entering into a certain Contract with the Oblige for construction of Contract Scheide House Porch Renovations, pursuant to specifications and other related documents, constituting the Contract Documents, which are incorporated into the Agreement by reference, and

WHEREAS, this bond is given pursuant to the provisions of the Public Works Contractors' Bond Law of 1967, Act No. 385 of the 1967 General Assembly of the Commonwealth of Pennsylvania,

NOW, THEREFORE, if the Principal and Oblige shall enter into an Agreement with respect to performance of such work, and if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, and conditions of the Agreement and the Contract Documents during the original term thereof, and any extensions thereof, then this obligation shall be void; otherwise to remain in full force and effect. The obligation of the Surety hereunder shall extend to all obligations of the Principal in connection with warranty and/or maintenance obligations of the Principal which survive the completion of the work.

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 Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Oblige 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 and Industry, evidencing the payment of all Unemployment Compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor 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, of the Commonwealth of Pennsylvania.

PROVIDED, FURTHER, that the said Surety, for value received hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect the obligation of the Surety on this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF,
the Principal and Surety cause this instrument to be Signed, Sealed and Delivered

this _____ day of _____, 20_____.

PRINCIPAL

_____/s/ By: _____/s/
(Principal) Secretary Address: _____
_____/s/ _____
Witness as to Principal
Address: _____ (SEAL)

SURETY

_____/s/ By: _____/s/
(Surety) Secretary Attorney-in-Fact
Address: _____
_____/s/ _____
Witness as to Surety
Address: _____ (SEAL)

NOTES:

Attach an appropriate Power of Attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

If the Contractor is a Partnership, all partners shall execute the Bond.

Surety companies executing bonds must appear on the U. S. Department of the Treasury most current Bond List (Circular 570 as amended). Bond amounts are subject to the underwriting limitation listed in the most recent Circular 570.

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS:

That We,

as Principal, and
a corporation organized and existing under the laws of the State

of _____ and authorized to do business in the Commonwealth of Pennsylvania,
as surety, are held and firmly bound unto the Oil Region Alliance, Venango County, Pennsylvania,
as Obligee, in the full and just sum of

_____ (\$ _____)
lawful money of the United States of America, for the payment of which sum, well and truly be
made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and
severally, firmly by these presents.

THE CONDITIONS OF THIS OBLIGATION are such that

WHEREAS, the Principal contemplates entering into a certain contract with the Obligee for
construction of Contract Scheide House Porch Renovations Work pursuant to specifications and
other related documents, constituting the Contract Documents, which are incorporated into the
Agreement by reference, and

WHEREAS, this bond is given pursuant to the provisions of the Public Works Contractor's Bond
Law of 1967, Act No. 385 of the 1967 General Assembly of the Commonwealth of Pennsylvania,

NOW, THEREFORE, if the Principal and Obligee shall enter an Agreement with respect to
performance of such work, and if the Principal shall promptly make payment to all persons, firms,
Subcontractors, associations, partnerships and corporations furnishing materials for or performing
labor in prosecution of the work provided for in such Agreement and the Contract Documents during
the term thereof, then this obligation shall be void; otherwise to remain in full force and effect.

The obligation of the Surety hereunder shall extend to all indebtedness incurred by the Principal in
connection with warranty and/or maintenance obligations of the Principal which survive the
completion of the work.

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 Bond are and shall be that
the Principal or the Surety shall not be discharged from liability on this Bond, nor this 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 and Industry, evidencing the payment of all Unemployment Compensation,
contributions, penalties and interest due the Commonwealth from said Principal or any foreign
corporation, subcontractor 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, of the Commonwealth of
Pennsylvania

PROVIDED, FURTHER, that the said Surety, for value received hereby agrees that no change, extension of time, alteration or addition to the terms of the Contract or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect the obligation of the Surety on this Bond, and the Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the specifications.

IN WITNESS WHEREOF,

the Principal and Surety cause this instrument to be Signed, Sealed and Delivered

this _____ day of _____, 20_____.

PRINCIPAL

_____/s/ By: _____/s/
(Principal) Secretary Address: _____
_____/s/ _____
Witness as to Principal
Address: _____ (SEAL)

SURETY

_____/s/ By: _____/s/
(Surety) Secretary Attorney-in-Fact
Address: _____
_____/s/ _____
Witness as to Surety
Address: _____ (SEAL)

NOTES:

Attach an appropriate Power of Attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

If the Contractor is a Partnership, all partners shall execute the Bond.

Surety companies executing bonds must appear on the U. S. Department of the Treasury most current Bond List (Circular 570 as amended). Bond amounts are subject to the underwriting limitation listed in the most recent Circular 570.

GENERAL CONDITIONS

ARTICLE 1 - DEFINITIONS

Wherever used in these General Conditions or in the other Contract Documents, the following terms shall have the meanings indicated which shall be applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued prior to the opening of Bids which clarify, correct or change the bidding documents or the Contract Documents.

Agreement - The written agreement between OWNER and CONTRACTOR covering the Work to be performed. The Contract Documents will be attached to and made a part of the Agreement.

Application for Payment - The form accepted by Architect which is to be used by CONTRACTOR in requesting payment.

Bid - The offer or proposal of the Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidder - Any person, firm or corporation submitting a Bid for the Work.

Bonds - Bid, Performance, and Payment Bonds and other instruments of security, furnished by CONTRACTOR and his Surety in accordance with the Contract Documents.

Build America, Buy America Act (BABAA) – Requirements instituted by the Bipartisan Infrastructure Law of 2021 mandating domestic preference that all iron and steel manufactured products, and construction materials are produced in the United States.

Construction Materials – Those articles, materials, or supply – other than an item of primarily iron and steel: a manufactured product: cement and cementitious materials: aggregates such as stone, sand, or gravel: or aggregate binding agents or additives – that are or consist primarily of: non-ferrous metals, plastic and polymer-based products, glass, lumber or drywall.

Manufactured Product – Items assembled out of components, or otherwise made or processed from raw materials into finished products. Manufactured products must be manufactured (assembled) in the United States, and cost of components that were mined, produced, or manufactured in the United States must be greater than 55 percent of the total cost of all components of the product.

Manufacturer's Certification – Documentation provided by a Manufacturer, certifying that the items provided by Manufacturer meet the domestic preference requirements of BABAA.

Change Order - A written order to CONTRACTOR signed by OWNER authorizing an addition, deletion or revision in the Work, or an adjustment in the Contract Price or the Contract Time issued after the Effective Date of the Agreement.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), CONTRACTOR'S Bid (including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award) when attached as an exhibit to the Agreement, the Bonds, these General Conditions, any Supplementary Conditions, the Specifications, the Drawings as the same are more specifically identified in the Agreement, together with all Modifications issued after the execution of the Agreement.

Contract Price - The total moneys payable by OWNER to CONTRACTOR under the Contract Documents as stated in the Agreement.

Contract Time - The number of consecutive calendar days or the date stated in the Agreement for the completion of Work.

CONTRACTOR - The person, firm, or corporation with whom OWNER has entered into the Agreement.

Defective - An adjective which when modifying the word Work refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents or does not meet the requirements of any inspection, test or approval referred to in the Contract Documents.

Drawings - The drawings which show the character and scope of the Work to be performed and which have been prepared or approved by Architect and are referred to in the Contract Documents.

Effective Date of the Agreement - The date on which the Agreement becomes fully executed by both CONTRACTOR and OWNER.

ARCHITECT - The Owner's Architect or any other person, firm or corporation employed by the Owner for the purpose of directing or having charge of any Work embraced in the Contract Documents. For this project, the ARCHITECT is Struxures, LLC.

Field Order - A written order issued by Architect which clarifies or interprets the Contract Documents in accordance with Paragraph 9.3 or orders minor changes in the Work in accordance with Paragraph 10.2.

Modification - (a) A written amendment of the Contract Documents signed by both parties; (b) a Change Order; or (c) a Field Order. A modification may only be issued after the Effective Date of the Agreement.

Notice of Award - The written notice by OWNER to the lowest responsible Bidder stating that upon compliance by the lowest responsible Bidder with the conditions precedent enumerated therein, within the time specified, OWNER may deliver the Agreement to him for execution.

Notice to Proceed - A written notice given by OWNER to CONTRACTOR fixing the date on which the Contract Time will commence to run and on which CONTRACTOR shall start to perform his obligation under the Contract Documents.

OWNER - The Oil Region Alliance of Business, Industry & Tourism (ORA).

Project - The total construction of which the Work to be provided under the Contract Documents may be the whole, or a part, as indicated elsewhere in the Contract Documents.

Shop Drawings - All drawings, diagrams, illustrations, brochures, schedules, and other data which are prepared by CONTRACTOR, a Subcontractor, manufacturer, supplier, or distributor to illustrate the equipment, material or some portion of the Work.

Specifications - Those portions of the Contract Documents consisting of written technical descriptions of materials, equipment, construction systems, standards and workmanship as applied to the Work and certain administrative details applicable thereto.

Subcontractor - An individual, firm or corporation having a direct contract with CONTRACTOR or with any other Subcontractor for the performance of a part of the Work at the site.

Substantial Completion - The date as certified by Architect when the construction of the Project or a specified part thereof is sufficiently completed, in accordance with the Contract Documents, so that the Project or specified part can be utilized for the purposes for which it was intended, or if there be no such certification, the date when payment is due in accordance with paragraph 14.1.

Work - Any and all obligations, duties and responsibilities necessary to the successful completion of the project assigned to or undertaken by CONTRACTOR under the Contract Documents, including the furnishing of all labor, materials, equipment, and other incidentals.

ARTICLE 2 - PRELIMINARY MATTERS

Award:

2.1 The award of the Contract, if it is awarded, will be to the lowest responsible bidder whose qualifications indicate the award will be in the best interest of OWNER and whose proposal complies with all the prescribed requirements. No Notice of Award will be given until OWNER has concluded such investigations as he deems necessary to establish the responsibility, qualifications and financial ability of the Bidders to do the Work in accordance with the Contract Documents to the satisfaction of OWNER within the time prescribed. OWNER reserves the right to reject the Bid of any Bidder who does not pass such investigation to OWNER'S satisfaction.

In analyzing Bids, OWNER may take into consideration alternates and unit prices, if requested by the Bid Forms. If the Contract is awarded, OWNER will give the lowest responsible Bidder a

Notice of Award within the time indicated in the Instructions to Bidders.

Execution of Agreement:

2.2 At least four (4) duplicate copies of the Agreement and such other Contract Documents as practicable shall be signed by CONTRACTOR within ten days of the Notice of Award, after which OWNER will sign. Architect will identify those portions of the Contract Documents not so signed and such identification will be binding on all parties. OWNER, CONTRACTOR and ARCHITECT will each receive an executed duplicate original copy of the Contract Documents.

Delivery of Bonds and Certificates of Insurance:

2.3 The lowest responsible Bidder so designated shall furnish to OWNER (by delivery to ARCHITECT) within ten days after the date of Notice of Award, the required Payment and Performance Bonds and Certificates of Insurance. Failure of the lowest responsible Bidder to deliver the Bonds and Certificates of Insurance within the prescribed period shall be just cause for OWNER to annul the Notice of Award and declare the Bid and any Security therefore forfeited. OWNER may, in its sole discretion, award the Contract to said Bidder, following receipt of said properly executed Bonds and Certificates.

Forfeiture of Bid Security:

2.4 Failure of the lowest responsible Bidder to execute and deliver the Agreement within ten days of the Notice of Award shall be just cause for OWNER to annul the Notice of Award and declare the Bid and any Security therefore forfeited.

Copies of Documents:

2.5 OWNER will furnish to CONTRACTOR up to two (2) sets of the Specifications as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction.

Before Starting Work:

2.6 Before starting the Work, a conference will be held to establish procedures for processing applications for payment, and to establish a working understanding between the parties as to the Project. Present at the conference will be ARCHITECT and other OWNER representatives, and CONTRACTOR'S Superintendent.

2.7 Before undertaking the Work, CONTRACTOR will carefully study and compare the Contract Documents and check and verify all figures shown thereon and all field measurements. He will at once report in writing to ARCHITECT any conflict, error or discrepancy which he may discover. CONTRACTOR assumes full responsibility for having familiarized himself with the nature and extent of the Contract Documents, Work, locality, and local conditions that may in any manner affect the Work to be done.

Commencement of Contract Time; Notice to Proceed:

2.8 The Contract Time, if any, will commence to run on the day indicated in the Notice to Proceed. A Notice to Proceed may be given any time after the Effective Date of the Agreement.

Qualifications of Subcontractors, Materialmen and Suppliers:

2.9 Within ten days after the opening of Bids, the lowest responsible Bidder will submit to ARCHITECT for acceptance a list of the names of Subcontractors and such other persons and organizations (including those who are to furnish principal items of materials or equipment) proposed for those portions of the Work as to which the identity of the Subcontractors and other persons and organizations must be submitted as specified in the Contract Documents. Prior to the Notice to Proceed, the lowest responsible Bidder will be notified in writing if, after due investigation, OWNER has reasonable objection to any Subcontractor, person or organization on such list. The failure of OWNER to make objection to any Subcontractor, person or organization on the list prior to the Notice to Proceed shall constitute an acceptance of such Subcontractor, person or organization. Acceptance of any such Subcontractor, person or organization shall not constitute a waiver of any right of OWNER or ARCHITECT to reject defective Work, material or equipment, or Work, material or equipment not in conformance with the requirements of the Contract Documents.

2.10 If, prior to the Notice to Proceed, OWNER or ARCHITECT has reasonable objection to and refuses to accept any Subcontractor, person or organization on such list, the lowest responsible Bidder may, prior to Notice to Proceed either: (a) submit an acceptable substitute without an increase in his Bid Price; or (b) withdraw his Bid and forfeit his Bid Security. If, after the Notice to Proceed OWNER or ARCHITECT refuses to accept any Subcontractor, person or organization on such list, CONTRACTOR will submit an acceptable substitute and the Contract Price shall be increased or decreased by the difference in cost occasioned by such substitution and an appropriate Change Order shall be issued.

Starting the Work:

2.11 CONTRACTOR will start the Work in accordance with the requirements of the Notice to Proceed.

ARTICLE 3 - CONTRACT DOCUMENTS

3.1 It is the intent of the Specifications and Drawings to describe a complete Project to be constructed in accordance with the Contract Documents. The Contract Documents comprise the entire Agreement between OWNER and CONTRACTOR. They may be altered only by a Modification.

3.2 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall report it to ARCHITECT in writing at once and before proceeding with the

Work affected thereby. In resolving such conflicts, errors and discrepancies, the Documents shall be given precedence in the following order: the Agreement, Addenda, Supplementary Conditions, these General Conditions, the Specifications, and the Drawings. Figure dimensions in drawings shall govern over general drawings. Any Work that may reasonably be inferred from the Specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for. Work, materials or equipment described in words which so applied have a well-known technical or trade meaning shall be deemed to refer to such recognized standards. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the code of any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual or code in effect at the time of opening Bids.

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

3.4 The Contract Documents shall be governed by the laws of the Oil City, County of Venango, State of Pennsylvania and the United States of America.

ARTICLE 4 - AVAILABILITY OF LANDS, PHYSICAL CONDITIONS, REFERENCE POINTS

4.1 OWNER will provide, as indicated in the Contract Documents, the lands upon which the Work is to be performed, rights-of-way for access thereto, and such other lands which are designated for the use of CONTRACTOR. CONTRACTOR will provide all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment. CONTRACTOR shall not utilize any lands, other than those provided by OWNER, unless and until he shall place on file with OWNER a written agreement, executed by the property owner and CONTRACTOR, which shall clearly state the terms and conditions under which CONTRACTOR has obtained permission or right to such use. Filing of such agreement with OWNER shall not effect or imply enforcement of agreement terms and conditions by OWNER.

ARTICLE 5 - BONDS AND INSURANCE

Performance and Payment Bonds:

5.1 CONTRACTOR shall furnish Performance and Payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all CONTRACTOR'S obligations under the Contract Documents and any other bonds required. These Bonds shall remain in effect at least until one (1) year after the date of final payment, except as otherwise provided by law. All bonds shall be in the forms prescribed by the bidding documents and be executed by such sureties as (i) are licensed to conduct business in the Commonwealth of Pennsylvania, and (ii) are named in the current list of "Companies Holding

Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" as published in Circular 570 (amended) by the Audit Staff Bureau of Accounts, United States Treasury Department. All bonds signed by an agent must be accompanied by a certified copy of the authority to act.

5.2 If the surety on any bond furnished by CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the Commonwealth of Pennsylvania or it ceases to meet the requirements of clauses (i) and (ii) of Paragraph 5.1, CONTRACTOR shall within five (5) days thereafter substitute another bond and surety, both of which shall be acceptable to OWNER.

Comprehensive General Liability Insurance:

5.3 CONTRACTOR shall purchase and maintain during the life of this Contract such Comprehensive General Liability Insurance including product and completed operations liability insurance as will provide protection from CONTRACTOR'S performance of the Work and CONTRACTOR'S other obligations under the Contract Documents, whether such performance is by CONTRACTOR, by any Subcontractor, by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This coverage shall include:

5.3.1 Bodily Injury (including Personal Injury)

\$ 500,000 each person

\$1,000,000 each occurrence

5.3.2 Property Damage (including loss of use)

\$ 300,000 each occurrence

5.3.3 Products and Completed Operations Coverage - same limits as General Liability for two (2) years after final acceptance

5.3.4 Contractual Liability Coverage - same limits as General Liability expressly extended to include indemnification of OWNER

5.3.5 Independent Contractor's Coverage - same limits as General Liability

5.3.6 Broad Form Property Damage Coverage (including Completed Operations) - same limits as Property Damage under General Liability

All such coverages shall provide for the elimination of the XCU exclusion on all contractor operations.

Comprehensive Automobile Liability Insurance:

5.4 CONTRACTOR shall purchase and maintain during the life of this Contract such Comprehensive Automobile Liability Insurance including Employer's Non-ownership Liability

and Hired Car Liability Insurance to protect him and any Subcontractors performing Work covered by this Contract from claims for damages, whether such operations be by him or any Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable. This coverage shall include:

5.4.1 Bodily Injury - \$ 500,000 each person
\$1,000,000 each occurrence

5.4.2 Property Damage - \$ 300,000 each occurrence

Worker's Compensation Insurance:

5.5 CONTRACTOR shall purchase and maintain during the life of this Contract standard Worker's Compensation Insurance including employers liability coverage (Coverage B) with limits of at least \$100,000 or as required by law, whichever is greater. A Broad Form All States Endorsement shall be attached.

Owner's Protective Liability Insurance:

5.6 CONTRACTOR shall purchase and furnish to OWNER and maintain during the life of this Contract, Owner's Protective Liability Insurance including Full XCU Coverage in amounts specified in Paragraphs 5.3.1 and 5.3.2 covering personal injury and property damage. ARCHITECT shall be named as additional insured.

Special Insurance:

5.7 CONTRACTOR shall purchase and furnish to OWNER, and maintain during the life of this Contract, "Umbrella" Excess Third Party Liability Insurance with limits of no less than \$1,000,000 and providing excess insurance on the coverages specified in Paragraphs 5.3 through 5.6, and excess over \$10,000 on any uninsured peril.

Insurance Certificates and Policies:

5.8 CONTRACTOR shall file with the OWNER as hereinbefore required, satisfactory proof of acceptable insurance coverage. Such proof shall, unless otherwise required by the OWNER, consist of the following:

5.8.1 Two copies, complete of all insurance policies. Which copies shall be clear, readable reproductions, but must be the entire policy including endorsements, exceptions, riders, qualifications and restrictions, exactly as maintained in the records of the insured.

5.8.2 Certificates of insurance on the insurance carrier's standard form indicating all policies required by law and the Contract Documents. Certificates of insurance shall be furnished in a number of copies equal to the number of counterparts of the Contract Documents executed. Each certificate shall carry the provision that the policy may not be canceled or materially changed except upon fifteen days notice to OWNER and ARCHITECT. All insurance shall be

kept in force throughout the entire construction period and remain in effect for thirty (30) days after the date that the entire project is determined to be complete in accordance with paragraph 14.1.

ARTICLE 6 - CONTRACTOR'S RESPONSIBILITIES

Supervision and Superintendence:

6.1 CONTRACTOR shall supervise and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. He shall be solely responsible for the means, methods, techniques, sequences and procedures of construction. CONTRACTOR shall be responsible to see that the finished Work complies accurately with the Contract Documents.

6.2 CONTRACTOR shall keep on the Work at all times during its progress a competent resident Superintendent, who shall not be replaced without written notice to OWNER and ARCHITECT except under extraordinary circumstances. The Superintendent will be CONTRACTOR'S representative at the site and shall have authority to act on behalf of CONTRACTOR. All communications given to the Superintendent shall be as binding as if given to CONTRACTOR.

Labor, Materials and Equipment:

6.3 CONTRACTOR shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. He shall at all times maintain good discipline and order at the site.

6.4 CONTRACTOR shall furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water and sanitary facilities, and all other facilities and incidentals necessary for the execution, testing, initial operation, and completion of the Work.

6.5 All materials and equipment shall be of good quality and new, except as otherwise provided in the Contract Documents. If required by ARCHITECT, CONTRACTOR will furnish satisfactory evidence as to the kind and quality of materials and equipment. All materials and equipment shall be stored, stockpiled, applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturer, fabricator, supplier or distributor, except as otherwise provided in the Contract Documents.

6.6 CONTRACTOR shall, at his own cost and expense, erect and maintain all necessary signs, lights, and barricades as ordered by ARCHITECT; however, this does in no way impose on ARCHITECT any responsibility for project safety.

Substitute Materials and Equipment:

6.7 If it is indicated in the Contract Documents that CONTRACTOR may furnish or use a

substitute that is equal to any material or equipment specified, and if CONTRACTOR wishes to furnish or use a proposed substitute, he will, promptly after the execution of the Contract, make written application to ARCHITECT for approval of such a substitute certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. In his written application, CONTRACTOR shall call attention to any differences or nonconformities with the item specified. No substitute shall be ordered or installed without the written approval of ARCHITECT, who shall be the judge of equality. Any request for substitute "or equal" shall include the Manufacturer's Certification of compliance with the Build America, Buy America Act BABAA requirements mandated by Title IX of the Investment and Jobs Act ("IIJA"), Pub. L. 117-

Concerning Subcontractors:

6.8 CONTRACTOR shall not employ any Subcontractor, or other person or organization, whether initially or as a substitute, against whom OWNER or ARCHITECT may have reasonable objection, nor will CONTRACTOR be required to employ any Subcontractor against whom he has reasonable objection. CONTRACTOR will not make any substitution for any Subcontractor who has been accepted by OWNER and ARCHITECT, unless ARCHITECT determines that there is good cause for doing so.

6.9 CONTRACTOR shall be fully responsible for all acts and omissions of his Subcontractors and of persons directly or indirectly employed by them and of persons and organizations for whose acts any of them may be liable to the same extent that he is responsible for the acts and omissions of persons directly employed by him. Nothing in the Contract Documents shall create any contractual relationship between OWNER or ARCHITECT and any Subcontractor or other person or organization having a direct contract with CONTRACTOR, nor shall it create any obligation on the part of OWNER or ARCHITECT to pay or to see to the payment of any moneys due any Subcontractor, or other person or organization, except as may otherwise be required by law. OWNER or ARCHITECT may furnish to any Subcontractor, or other person or organization, to the extent practicable, evidence of amounts paid to CONTRACTOR on account of specific Work done.

6.10 The divisions and sections of the Specifications and the identifications of any Drawings shall not control CONTRACTOR in dividing the Work among Subcontractors or delineating the Work to be performed by any specific trade.

6.11 All Work performed for CONTRACTOR by a Subcontractor shall be pursuant to an appropriate agreement between CONTRACTOR and the Subcontractor.

6.12 CONTRACTOR agrees to bind specifically every Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of OWNER and ARCHITECT. Every Subcontractor by undertaking to perform any of the Work, will thereby be deemed to be bound by such terms and conditions.

Patent Fees and Royalties:

6.13 CONTRACTOR shall pay all license fees and royalties and assume all costs incident to the use of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. He will indemnify and hold harmless the OWNER and anyone directly or indirectly employed by the OWNER from and against all claims, damages, losses and expenses (including attorneys fees) arising out of any infringement of such rights during or after completion of the Work, and shall defend all such claims in connection with any alleged infringement of such rights.

Permits:

6.14 CONTRACTOR shall obtain and pay for all construction permits and licenses and shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening Bids. He shall also pay all public utility charges.

Laws and Regulations:

6.15 CONTRACTOR shall give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If CONTRACTOR observes that the Specifications or Drawings are at variance therewith, he shall give ARCHITECT prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate Modification. If CONTRACTOR performs any Work knowing or having reason to know that it is contrary to such laws, ordinances, rules and regulations, and without such notice to ARCHITECT, he shall bear all costs arising therefrom. However, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

Taxes:

6.16 CONTRACTOR shall pay all sales, consumer, use and other similar taxes required by the law of the place where the Work is to be performed.

Use of Premises:

6.17 CONTRACTOR shall confine his equipment, the storage of materials and equipment and the operations of his workmen to areas permitted by law, ordinances, permits, or the requirements of the Contract Documents; and shall not unreasonably encumber the premises with materials or equipment. CONTRACTOR shall maintain reasonable access to properties affected by construction operations.

Cleaning Up:

6.18 CONTRACTOR shall continuously keep the Work, the site and adjacent properties free from accumulations of waste materials, rubbish and windblown debris caused by his operations. He shall remove waste materials, debris and rubbish from the site periodically and dispose of at

legal disposal areas away from the site. Areas disturbed by construction shall be restored.

At the completion of the Work, or each major portion thereof, CONTRACTOR shall remove surplus materials, tools, construction equipment and machinery and leave the site clean.

6.19 CONTRACTOR shall not subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

Record Documents:

6.20 CONTRACTOR shall keep one record copy of all Specifications, Drawings, Addenda, Modifications, Submittals, and samples at the site in good order and annotated to show all changes made during the construction process. These shall be available to ARCHITECT for examination and shall be delivered to her upon completion of the Project.

Safety and Protection:

6.21 CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to:

6.21.1 All employees on the Work and other persons who may be affected thereby.

6.21.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site;

6.21.3 Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, utilities and underground facilities not designated for removal, relocation or replacement in the course of construction.

6.22 CONTRACTOR shall have exclusive responsibility for the initiation and execution of measures necessary for the protection of persons and property and shall have exclusive responsibility for the means, methods, construction procedures, sequence of operations and every other aspect of the conduct of the Work. Nothing in the Contract Documents shall be construed as imposing upon OWNER or ARCHITECT any responsibility for project safety.

6.23 CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He shall erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection. CONTRACTOR shall notify owners of adjacent property and of underground facilities and utility owners when prosecution of the Work may affect them. All damage, injury or loss to any property referred to in Paragraph 6.21.2 or 6.21.3 caused, directly or indirectly, in whole or in part, by CONTRACTOR, any Subcontractor or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, shall be remedied by CONTRACTOR.

CONTRACTOR'S duties and responsibilities for the safety and protection of the Work shall continue until such time as all Work is completed and ARCHITECT has indicated to OWNER and CONTRACTOR that the Work is acceptable.

6.24 CONTRACTOR shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to OWNER.

Emergencies:

Safety and Protection:

6.25 In emergencies affecting the safety or protection of persons or the Work or property at the site or adjacent thereto, CONTRACTOR, without special instruction or authorization from ARCHITECT or OWNER, is obligated to act, at his discretion, to prevent threatened damage, injury or loss. CONTRACTOR shall give ARCHITECT prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby, and a Change Order shall thereupon be issued covering the changes and deviations involved. If CONTRACTOR believes that additional Work done by him in an emergency which arose from causes beyond his control entitles him to an increase in the Contract Price or an extension of the Contract Time, he may make a claim therefore as provided in Articles 11 and 12.

Submittals:

6.26 CONTRACTOR shall make submittals as specified in the Technical Specifications and in Article 2 of these General Conditions.

6.27 ARCHITECT will review and approve with reasonable promptness all submittals, but her review and approval shall be only for conformance with the design concept of the Project and for compliance with the Contract Documents and shall not extend to means, methods, sequences, techniques or procedures of construction, or to safety precautions or programs incident thereto. CONTRACTOR shall make any corrections required by ARCHITECT and shall return the corrected submittal until approved. CONTRACTOR shall direct specific attention in writing or on resubmittals, revisions other than the corrections called for by ARCHITECT on previous submissions. CONTRACTOR'S stamp of approval on any submittal shall constitute a representation to OWNER and ARCHITECT that CONTRACTOR has either determined and verified all field construction criteria, materials, and similar data or he assumes full responsibility for doing so.

6.28 No Work shall be commenced until the required submittals have been approved by ARCHITECT.

Indemnification:

6.29 To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless OWNER, its agents and employees, including ARCHITECT, from and against all

claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of the Work, provided that any such claim, damage, loss or expense (a) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including the loss of use resulting therefrom, and (b) is caused in whole or in part by any negligent act or omission of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder.

6.30 In any and all claims against OWNER or any of its agents or employees, including ARCHITECT, by any employee of CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under paragraph 6.29 shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for CONTRACTOR or any Subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

6.31 The obligations of CONTRACTOR under paragraph 6.29 shall not extend to the liability of OWNER or ARCHITECT arising out of (a) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications or (b) the giving of or the failure to give directions or instructions, provided such giving or failure to give is the primary cause of injury or damage.

6.32 All products must meet BABAA requirements.

Contractor shall include Manufacturer's Certification for BABAA requirements with all applicable submittals. If a specific manufacturer is used in the bidding, a statement that the Manufacturer will comply with BABAA must be included with the bid submission. Contractor Shall comply with BABAA requirements, including coordination with manufacturers, distributors, and suppliers to correct deficiencies in any BABAA documentation.

Engineer/Architect approval of shop drawings or samples shall include review of BABAA documentation.

Contractor shall certify upon completion that all work and materials have complied with BABAA requirements.

For any change orders, Contractor shall provide BABAA documentation for any products or materials required by the change.

Installation of materials or products that are not compliant with BABAA requirements shall be considered defective work. Contractor shall insure that Engineer/ARCHITECT has been approved Manufacturer's Certification or waiver prior to items being delivered to the project site.

By submitting an application for payment, based in whole or in part of furnishing equipment or materials, Contractor certifies that such equipment and materials, are compliant with BABAA

requirements.

ARTICLE 7 - WORK BY OTHERS

7.1 OWNER may perform additional work related to the project by himself, or have additional work performed by utility service companies, or let other direct contracts therefor which shall contain General Conditions similar to these. CONTRACTOR shall afford the utility service companies and the other contractors who are parties to such direct contracts (or OWNER, if OWNER is performing the additional work himself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of work, and shall properly connect and coordinate his Work with theirs.

7.2 If any part of CONTRACTOR'S Work depends for proper execution or results upon the work of any such other Contractor or utility service company (or OWNER), CONTRACTOR shall inspect and promptly report to ARCHITECT in writing any defects or deficiencies in such work that render it unsuitable for such proper execution and results. His failure so to report shall constitute an acceptance of the other work as fit and proper for integration with his Work except as to defects and deficiencies which may appear in the other work after the execution of his Work.

7.3 CONTRACTOR shall do all cutting, fitting and patching of his Work that may be required to make its several parts come together properly and integrate with such other work. CONTRACTOR shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of ARCHITECT and the others whose work will be affected.

7.4 If the performance of additional work by other contractors or utility service companies or OWNER is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to CONTRACTOR prior to starting any such additional Work. If CONTRACTOR believes that the performance of such additional work by OWNER or others involves him in additional expense or entitles him to an extension of the Contract Time, he may make a claim therefor as provided in Articles 11 and 12.

ARTICLE 8 - OWNER'S RESPONSIBILITIES

8.1 OWNER will issue all communications to CONTRACTOR through ARCHITECT.

8.2 OWNER will furnish the data required of OWNER under the Contract Documents promptly and shall make payments to CONTRACTOR promptly after they are due as provided in Paragraph 14.2.

8.3 OWNER'S duties in respect of providing lands and easements are set forth in Paragraph 4.1.

8.4 In addition to his rights to request changes in the Work in accordance with Article 10,

OWNER will be obligated to execute Change Orders.

8.5 In connection with OWNER'S right to stop Work or suspend Work, see Paragraphs 13.5 and 15.1. Paragraph 15.2 deals with OWNER'S right to terminate services of CONTRACTOR under certain circumstances.

ARTICLE 9 - ARCHITECT'S STATUS DURING CONSTRUCTION

Owner's Representative:

9.1 The ARCHITECT, as an employee of OWNER, shall be OWNER'S representative during the construction period. The duties and responsibilities of ARCHITECT as OWNER'S representative during construction are set forth in Articles 1 through 19 of these General Conditions.

Visits to Site:

9.2 ARCHITECT will make periodic visits to the site to observe the progress and quality of the executed Work and to determine, in general, if the Work is proceeding in accordance with the Contract Documents. ARCHITECT will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. Her efforts will be directed toward providing assurance for OWNER that the completed Project will conform to the requirements of the Contract Documents. On the basis of such on-site observations, she will keep OWNER informed of the progress of the Work and will endeavor to guard OWNER against defects and deficiencies in the Work.

Clarifications and Interpretations:

9.3 ARCHITECT will issue with reasonable promptness such written clarifications or interpretations of the Contract Documents (in the form of drawings or otherwise) as she may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If CONTRACTOR believes that a written clarification or interpretation entitles him to an increase in the Contract Price, or the Contract Time, he may make a claim therefore as provided in Article 11 or 12.

Rejecting Defective Work:

9.4 ARCHITECT will have authority to disapprove or reject Work which is defective, and will also have authority to require special inspection or testing of the Work as provided in Article 13, whether or not the Work is fabricated, installed or completed.

Submittals and Payments:

9.5 In connection with ARCHITECT'S responsibility for Submittals, see paragraphs 6.27 and 6.28.

9.6 In connection with ARCHITECT'S responsibility for Change Orders, see Articles 10, 11, and 12.

9.7 In connection with ARCHITECT'S responsibilities in respect of applications for payment, etc., see Article 14.

Project Representation:

9.8 A full-time Resident Project Representative of ARCHITECT may be furnished on this Project. The duties, responsibilities, and limitations of authority of a Resident Project Representative of ARCHITECT will be the same as for ARCHITECT.

Decisions on Disagreements:

9.9 ARCHITECT will be the initial interpreter of the terms and conditions of the Contract Documents and judge of the acceptability of the Work thereunder. Claims, disputes and other matters relating to the execution and progress of the Work or the interpretation of or performance under the Contract Documents shall be referred initially to ARCHITECT for decision, which she shall render in writing within a reasonable time. ARCHITECT will not be liable in connection with any interpretation or decision rendered in good faith.

Limitations on Engineer's Responsibilities:

9.10 Neither ARCHITECT'S authority to act under this Article 9 or elsewhere in the Contract Documents nor any decision made by ARCHITECT in good faith either to exercise or not exercise such authority shall give rise to any duty or responsibility of ARCHITECT to CONTRACTOR, any Subcontractor, any manufacturer, fabricator, supplier or distributor, any of their agents or employees or any other person performing any of the Work.

9.11 Whenever in the Contract Documents the terms "as ordered", "as directed", "as required", "as allowed" or terms of like effect or import are used, or the adjectives "reasonable", "suitable", "acceptable", "proper" or "satisfactory" or adjectives of like effect or import are used, to describe requirement, direction, review or judgment of ARCHITECT as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents (unless there is a specific statement indicating otherwise). The use of any such term or adjective never indicates that ARCHITECT shall have authority to supervise or direct performance of the Work or authority to undertake responsibility contrary to the provisions of Paragraphs 9.12 or 9.13.

9.12 ARCHITECT will not be responsible for the construction means, methods, techniques, sequences or procedures, or the safety precautions and programs incident thereto, and will not be responsible for CONTRACTOR'S failure to perform the Work in accordance with the Contract Documents.

9.13 ARCHITECT will not be responsible for the acts or omissions of CONTRACTOR, or any Subcontractors, or any of his or their agents or employees, or any other persons performing any

of the Work.

ARTICLE 10 - CHANGES IN THE WORK

10.1 Without invalidating the Agreement, OWNER may, at any time or from time to time, order additions, deletions, or revisions in the Work; these will be authorized by Change Orders. Upon receipt of a Change Order, CONTRACTOR shall proceed with the Work involved. All such Work shall be executed under the applicable conditions of the Contract Documents. If any Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made as provided in Article 11 or 12.

10.2 ARCHITECT may authorize minor changes or alterations in the Work not involving an adjustment in the Contract Price or the Contract Time, which are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order. If CONTRACTOR believes that a Field Order justifies an increase in the Contract Price or Contract Time, he may make a claim therefor as provided in Article 11 or 12.

10.3 Additional Work performed by CONTRACTOR without authorization of a Change Order will not entitle him to an increase in the Contract Price or an extension of the Contract Time, except in the case of an emergency as provided in Paragraph 6.25 and except as provided in Paragraph 10.2.

10.4 OWNER shall execute appropriate Change Orders prepared by ARCHITECT covering changes in the Work which are required by OWNER, or required because of unforeseen physical conditions or emergencies, or because of uncovering Work found not to be defective, or because of any other claim of CONTRACTOR for a change in the Contract Time or the Contract Price which is approved by ARCHITECT.

10.5 It is CONTRACTOR'S responsibility to notify his Surety of any changes affecting the general scope of the Work or change in the Contract Price or Contract Time, and the amount of the applicable Bonds shall be adjusted accordingly. CONTRACTOR will furnish proof of such adjustment to OWNER.

ARTICLE 11 - CHANGE OF CONTRACT PRICE

11.1 The Contract Price constitutes the total compensation payable to CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by CONTRACTOR shall be at his expense without change in the Contract Price.

11.2 The Contract Price may only be changed by a Change Order. Any claim for an increase in the Contract Price, shall be in writing delivered to OWNER and to ARCHITECT within fifteen days of the occurrence of the event giving rise to the claim. All claims for adjustments in the Contract Price shall be determined by ARCHITECT if OWNER and CONTRACTOR cannot otherwise agree on the amount involved. Any change in the Contract Price resulting from any such claim shall be incorporated in a Change Order.

11.3 The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Price shall be determined in one of the following ways:

11.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, by application of unit prices to the quantities of the items involved.

11.3.2 By mutual acceptance of a lump sum.

11.3.3 By cost and a mutually acceptable fixed amount for overhead and profit.

11.3.4 If none of the above methods is agreed upon, the value shall be determined by ARCHITECT on the basis of costs and a percentage for overhead and profit. Costs shall only include labor (payroll, payroll taxes, fringe benefits, workmen's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved. The maximum percentage which shall be allowed for CONTRACTOR'S combined overhead and profit shall be as follows:

11.3.4.1 For all such Work done by his own organization, CONTRACTOR may add up to ten percent (10%) of his actual net increase in cost, and

11.3.4.2 For all such Work done by Subcontractors, each Subcontractor may add up to ten percent (10%) of his actual net increase in costs for combined overhead and profit and CONTRACTOR may add up to five percent (5%) of the Subcontractor's total for his combined overhead and profit, provided that no overhead or profit shall be allowed on costs incurred in connection with premiums for public liability insurance or other special insurance directly related to such Work.

In such case and also under Paragraph 11.3.3, CONTRACTOR shall submit to ARCHITECT an itemized cost breakdown together with supporting data.

11.4 The amount of credit to be allowed by CONTRACTOR to OWNER for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by ARCHITECT. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

Cash Allowances:

11.5 It is understood that CONTRACTOR has included in the Contract Price all allowances so named in the Contract Documents and shall cause the Work so covered to be done by such Subcontractors, manufacturers, fabricators, suppliers or distributors and for such sums within the limit of the allowances as Architect may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for costs and profit on account of cash allowances. No demand for additional cost or profit in connection therewith will be valid.

ARTICLE 12 - CHANGE OF CONTRACT TIME

12.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing delivered to OWNER and ARCHITECT within fifteen days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by ARCHITECT if OWNER and CONTRACTOR cannot otherwise agree. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

12.2 The Contract Time will be extended in an amount equal to time lost due to delays beyond the control of CONTRACTOR if he makes a claim therefor as provided in paragraph 12.1. Such delays shall include, but not be limited to, acts or neglect by OWNER or others performing additional Work as contemplated by Article 7, or to fires, floods, labor disputes, epidemics, abnormal weather conditions, or acts of God.

12.3 All time limits stated in the Contract Documents are of the essence of the Agreement. The provisions of this Article 12 shall not exclude recovery for damages (including compensation for additional professional services) for delay by either party.

ARTICLE 13 - WARRANTY AND GUARANTEE; TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

Warranty and Guarantee:

13.1 CONTRACTOR warrants and guarantees to OWNER and ARCHITECT that all materials and Work will be of good quality and free from faults or defects and in accordance with the requirements of the Contract Documents for a period of one year from the date of Substantial Completion. Prompt notice of all defects shall be given to CONTRACTOR. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article 13.

Tests and Inspections:

13.2 If the Contract Documents, or any law, ordinance, rule, regulation, code, or order of any public authority having jurisdiction require any Work (or part thereof) to specifically be inspected, tested, or approved by someone other than CONTRACTOR, CONTRACTOR shall give ARCHITECT timely notice of readiness therefor and shall assume full responsibility therefor, pay all costs in connection therewith and furnish ARCHITECT the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organization as may be required by law or the Contract Documents.

13.3 Neither observations by ARCHITECT nor inspections, tests or approvals by persons other

than CONTRACTOR shall relieve CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

Access to the Work:

13.4 ARCHITECT or ARCHITECT'S representatives, other representatives of OWNER, testing agencies and governmental agencies with jurisdictional interests, will at all times have access to the Work. CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection, or testing thereof by others.

Owner May Stop the Work:

13.5 If the Work is defective or CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if CONTRACTOR fails to make prompt payments to Subcontractors or for labor, materials or equipment, OWNER may order CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. However, this right of OWNER to stop the Work shall not give rise to any duty on the part of OWNER to exercise this right for the benefit of CONTRACTOR or any other party.

Correction or Removal of Defective Work:

13.6 If required by ARCHITECT prior to approval of payment, CONTRACTOR shall promptly, without cost to OWNER and as specified by ARCHITECT, if the work has been rejected by ARCHITECT, remove it from the site and replace it with nondefective work. If CONTRACTOR does not remove and replace such rejected work within a reasonable time, all as specified in a written notice from ARCHITECT, OWNER may have the rejected work removed and replaced. All direct or indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR, and an appropriate deductive Change Order shall be issued. CONTRACTOR shall also bear the expenses of making good all work of others destroyed or damaged by his removal or replacement of his defective work.

Guaranty Period:

13.7 If, after the approval of payment and prior to the expiration of three years after the date of Substantial Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any work is found to be defective, CONTRACTOR shall, promptly, without cost to OWNER, and in accordance with OWNER'S written instructions, if it has been rejected by OWNER, remove it from the site and replace it with nondefective work. If CONTRACTOR does not promptly comply with the terms of such instructions, or in an emergency where delay would cause serious risk of loss or damage, OWNER may have the rejected work removed and replaced, and all direct and indirect costs of such removal and replacement, including compensation for additional professional services, shall be paid by CONTRACTOR.

Acceptance of Defective Work:

13.8 if, instead of requiring removal and replacement of defective work, OWNER (and, prior to approval of payment, also ARCHITECT) prefers to accept it, OWNER may do so. In such case, if acceptance occurs prior to approval of payment, a Change Order shall be issued incorporating the necessary revisions in the Contract Documents, including appropriate reduction in the Contract Price, or, if the acceptance occurs after approval of payment, an appropriate amount shall be paid by CONTRACTOR to OWNER.

Neglected Work by Contractor:

13.9 If CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, OWNER, after three days written notice to CONTRACTOR may, without prejudice to any other remedy he may have, make good such deficiencies and the cost thereof (including compensation for additional professional services) shall be charged against CONTRACTOR if ARCHITECT approves such action, in which case a Change Order shall be issued incorporating the necessary revisions in the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due CONTRACTOR are not sufficient to cover such amount, CONTRACTOR shall pay the difference to OWNER.

ARTICLE 14 - PAYMENTS AND COMPLETION

Application for Payment:

14.1 After the Work has been completed, and after CONTRACTOR has completed any such corrections to the satisfaction of ARCHITECT and delivered all guarantees, bonds, certificates of inspection and other documents, all as required by the Contract Documents, and after ARCHITECT has indicated that the Work is acceptable (subject to the provisions of Paragraph 14.6), CONTRACTOR may make his application for payment. ARCHITECT will advise CONTRACTOR of the breakdown of accounts to be charged on his invoice. The application for payment shall be accompanied by such supporting data as ARCHITECT may require, together with complete and legally effective releases or waivers (satisfactory to OWNER) of all liens arising out of the Contract Documents and the labor and services performed and the material furnished thereunder. In lieu thereof and as approved by OWNER, CONTRACTOR may furnish receipts or releases in full, an affidavit of CONTRACTOR that the releases and receipts include all labor, services, and material for which a lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which OWNER or his property might in any way be responsible, have been paid or otherwise satisfied, and consent of the Surety, if any, to payment. If any Subcontractor, manufacturer, fabricator, supplier, or distributor fails to furnish a release or receipt in full, CONTRACTOR may furnish a bond satisfactory to OWNER to indemnify OWNER against any lien. Payment will be based on actual quantities of each Bid Item at the applicable unit prices stipulated in the Agreement.

Approval of Payment Application:

14.2 If, on the basis of ARCHITECT'S observation and review of the Work during

construction and final inspection, and her review of the application for payment, all as required by the Contract Documents, ARCHITECT is satisfied that the Work has been completed and CONTRACTOR has fulfilled all of his obligations under the Contract Documents, she will, within ten days after receipt of the application for payment, indicate in writing her approval of payment and present the application to the OWNER for payment. Otherwise, she will return the application to CONTRACTOR, indicating in writing her reasons for refusing to approve payment, in which case CONTRACTOR shall make the necessary corrections and resubmit the application. OWNER will, within six weeks of presentation to him of an approved application for payment, pay CONTRACTOR the amount approved by ARCHITECT.

Contractor's Warranty of Title:

14.3 CONTRACTOR warrants and guarantees that title to all Work and materials covered by his application for payment, will have passed to OWNER prior to the making of the application for payment, free and clear of all liens, claims, security interests and encumbrances (hereafter in these General Conditions referred to as liens), and that no Work or materials covered by his application for payment will have been acquired by CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project, subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by CONTRACTOR or such other person.

14.4 ARCHITECT'S approval of payment shall constitute an additional representation by ARCHITECT to OWNER that the conditions precedent to CONTRACTOR'S being entitled to payment as set forth in paragraph 14.2 have been fulfilled.

14.5 ARCHITECT may refuse to approve the whole or any part of any payment if, in her opinion, it would be incorrect to make such representations to OWNER. ARCHITECT may also refuse to approve any such payment to such extent as may be necessary in her opinion to protect OWNER from loss because:

14.5.1 The Work is defective, or completed Work has been damaged, requiring correction or replacement,

14.5.2 Claims have been filed or there is reasonable evidence indicating the probable filing thereof,

14.5.3 The Contract Price has been reduced because of Modifications,

14.5.4 OWNER has been required to correct defective Work or complete the Work in accordance with paragraph 13.9,

14.5.5 Of CONTRACTOR'S unsatisfactory prosecution of Work, in accordance with the Contract Documents, including failure to clean up as required by paragraph 6.18, or

14.5.6 CONTRACTOR'S failure to make payment to Subcontractors, or for labor, materials or equipment.

14.6 The making and acceptance of payment shall constitute:

14.6.1 A waiver of all claims by OWNER against CONTRACTOR, except claims arising from unsettled liens, from defective Work appearing after final inspection or from failure to comply with the requirements of the Contract Documents or the terms of any special guarantees specified therein; however, it shall not constitute a waiver by OWNER of any rights in respect of CONTRACTOR'S continuing obligations under the Contract Documents; and

14.6.2 A waiver of all claims by CONTRACTOR against OWNER other than those previously made in writing and still unsettled.

ARTICLE 15 - SUSPENSION OF WORK AND TERMINATION

Owner May Suspend Work:

15.1 OWNER may, at any time and without cause, suspend the Work or any portion thereof for a period of not more than ninety days by notice in writing to CONTRACTOR and to ARCHITECT which shall fix the date on which work shall be resumed. CONTRACTOR shall resume the Work on the date so fixed. CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to any suspension if he makes a claim therefor as provided in Articles 11 and 12.

Owner May Terminate:

15.2 If CONTRACTOR is adjudged as bankrupt or insolvent, or if he makes a general assignment for the benefit of his creditors, or if a trustee or receiver is appointed for CONTRACTOR or for any of his property, or if he files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws, or if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, or if he repeatedly fails to make prompt payments to Subcontractors or for labor, materials or equipment, or if he disregards laws, ordinances, rules, regulations or order of any public body having jurisdiction, or if he disregards the Authority of ARCHITECT, or if he otherwise violates any provision of the Contract Documents, then OWNER may, without prejudice to any other right or remedy and after giving CONTRACTOR and his Surety seven days written notice, terminate the services of CONTRACTOR and take possession of the Project and of all materials, equipment, tools, construction equipment and machinery thereon owned by CONTRACTOR or for which OWNER has paid CONTRACTOR but which are stored elsewhere, and finish the Work as OWNER may deem expedient. In such case, CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect costs of completing the Project, including compensation for additional professional services, such excess shall be paid to CONTRACTOR. If such costs exceed such unpaid balance, CONTRACTOR shall pay the difference to OWNER. Such costs incurred by OWNER will be determined by ARCHITECT and incorporated in a Change Order, but in finishing the Work, OWNER will not be required to obtain the lowest figure for the Work

performed.

15.3 Where CONTRACTOR'S services have been so terminated by OWNER, the termination shall not affect any rights of OWNER against CONTRACTOR then existing or which may thereafter accrue. Any retention or payment of moneys by OWNER due CONTRACTOR will not release CONTRACTOR from liability.

15.4 Upon seven days' written notice to CONTRACTOR and ARCHITECT, OWNER may, without cause and without prejudice to any other right or remedy, elect to abandon the Project and terminate the Agreement. In such case, CONTRACTOR shall be paid for all work executed and any expense sustained plus reasonable termination expenses.

Contractor May Stop Work or Terminate:

15.5 If, through no act or fault of CONTRACTOR, the Work is suspended for a period of more than ninety days by OWNER or under an order of court or other public authority, or ARCHITECT fails to act on any application for payment within thirty days after it is submitted, or OWNER fails to pay CONTRACTOR any sum approved by ARCHITECT or awarded by arbitrators within thirty days of its approval and presentation, then CONTRACTOR may, upon seven days' written notice to OWNER and ARCHITECT, terminate the Agreement and recover from OWNER payment for all work executed and any expense sustained plus reasonable termination expenses. In addition and in lieu of terminating the Agreement, if ARCHITECT has failed to act on an application for payment or OWNER has failed to make any payment as aforesaid, CONTRACTOR may upon seven days' notice to OWNER and ARCHITECT stop the Work until he has been paid all amounts then due.

ARTICLE 16 -NOT APPLICABLE.

ARTICLE 17 - ASSIGNMENT OF CONTRACT

17.1 CONTRACTOR shall not assign the Contract or sublet it as a whole without the written permission of OWNER, nor shall CONTRACTOR assign any moneys due to him under the Contract, except to a bank or financial institution.

ARTICLE 18 - REMOVAL OF EQUIPMENT

18.1 In the case of termination of this Contract, before completion, from any cause whatever, CONTRACTOR, if notified to do so by OWNER, shall promptly remove any part or all of his equipment and supplies from the property of OWNER, failing which OWNER shall have the right to remove such equipment and supplies at the expense of CONTRACTOR.

ARTICLE 19 - MISCELLANEOUS

19.1 Whenever any provision of the Contract Documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a

member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to him who gives the notice.

19.2 NOT APPLICABLE

19.3 All Specifications, Drawings and copies thereof furnished by ARCHITECT shall remain her property. They shall not be used on another project, and with the exception of those sets which have been signed in connection with the execution of the Agreement, shall be returned to her on request upon completion of the Project.

19.4 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warranties, guarantees and obligations imposed upon CONTRACTOR by paragraphs 6.3, 13.1, 13.6, 14.3, and 15.2, and the rights and remedies available to OWNER and ARCHITECT thereunder, shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

19.5 Should OWNER or CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or of any of his employees or agents or others for whose acts he is legally liable, claim shall be made in writing to the other party within a reasonable time of the first observance of such injury or damage.

END OF SECTION

Porch Renovations
221 North Washington Street
Titusville, PA

Project 013-23

June, 2023

2.2.3 PREVAILING WAGES

2.2.3.1 Contractors shall pay not less than the prevailing wages and fringe benefits contained in the DAVIS BACON PREVAILING WAGE RATES which will be made part of this specification and contained in the following pages.

Prevailing Wages Project Rates

"General Decision Number: PA20230049 10/20/2023

Superseded General Decision Number: PA20220049

State: Pennsylvania

Construction Type: Building

County: Crawford County in Pennsylvania.

BUILDING CONSTRUCTION PROJECTS (does not include single family homes or apartments up to and including 4 stories).

Note: Contracts subject to the Davis-Bacon Act are generally required to pay at least the applicable minimum wage rate required under Executive Order 14026 or Executive Order 13658. Please note that these Executive Orders apply to covered contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but do not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60).

If the contract is entered into on or after January 30, 2022, or the contract is renewed or extended (e.g., an option is exercised) on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 14026 generally applies to the contract. . The contractor must pay all covered workers at least \$16.20 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in 2023.
If the contract was awarded on or between January 1, 2015 and January 29, 2022, and the contract is not renewed or extended on or after January 30, 2022:	<ul style="list-style-type: none"> . Executive Order 13658 generally applies to the contract. . The contractor must pay all covered workers at least \$12.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on that contract in 2023.

The applicable Executive Order minimum wage rate will be adjusted annually. If this contract is covered by one of the Executive Orders and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must still submit a conformance request.

Additional information on contractor requirements and worker protections under the Executive Orders is available at <http://www.dol.gov/whd/govcontracts>.

Modification Number	Publication Date
0	01/06/2023
1	01/13/2023

2	03/10/2023
3	03/17/2023
4	03/24/2023
5	04/07/2023
6	04/14/2023
7	06/02/2023
8	07/28/2023
9	08/25/2023
10	09/15/2023
11	10/13/2023
12	10/20/2023

ASBE0002-006 08/01/2022

	Rates	Fringes
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ASBESTOS WORKER/HEAT & FROST
INSULATORINDUSTRIAL; MECHANICAL-
Duct, Pipe & Mechanical

System Insulation.....\$ 44.50 28.43

* BOIL0154-007 01/01/2023

	Rates	Fringes
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BOILERMAKER.....\$ 45.60 31.37

BRPA0009-011 12/01/2022

	Rates	Fringes
--	-------	---------

TILE FINISHER.....\$ 28.76 17.16

TILE SETTER.....\$ 35.64 21.63

BRPA0009-045 05/01/2022

	Rates	Fringes
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BRICKLAYER (Including

Pointing, Caulking, Cleaning

and Brick Refractory Work).....\$ 31.39 22.97

MASON - STONE.....\$ 31.39 22.97

CARP0081-005 06/01/2023

	Rates	Fringes
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CARPENTER (Floor

Laying-Carpet Only).....\$ 35.94 19.02

CARP0142-008 06/01/2023

	Rates	Fringes
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CARPENTER (Acoustical Ceiling

Installation, Floor

Laying-Hardwood Floors and

Vinyl Only).....\$ 35.94 19.02

CARP0443-004 06/01/2023

	Rates	Fringes
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MILLWRIGHT.....\$ 45.50 31.56%+9.01

CARP0900-013 06/01/2023

	Rates	Fringes
CARPENTER (Scaffold Building Only).....	\$ 35.94	19.02

ELEC0005-017 12/23/2022

	Rates	Fringes
ELECTRICIAN (Installation of Sound and Communication System Only).....	\$ 46.86	29.66

ELEC0712-008 12/26/2022

	Rates	Fringes
ELECTRICIAN (Including HVAC/Temperature Controls, Low Voltage Wiring, Alarm Installation; Excluding Installation of Sound and Communication Systems).....	\$ 45.55	27.13

* ENGI0066-031 07/01/2014

	Rates	Fringes
POWER EQUIPMENT OPERATOR Backhoe/Excavator/Trackhoe, Bobcat/Skid Steer/Skid Loader, Loader, Crane*, Bulldozer.....	\$ 28.37	15.66
Oiler.....	\$ 26.34	18.10
Paver (Asphalt, Aggregate, and Concrete), Drill Rig Caissons, Bulldozer, Forklift (Lull), Man Lift/Outside Elevator.....	\$ 32.59	18.10
Roller, Forklift (ridden or self-propelled).....	\$ 28.36	18.10

*Add to Crane rate:

Booms 101-150 jibs- Add \$.50
Booms 151-200 jibs- Add \$1.00
Booms 201-251 jibs- Add \$1.50

IRON0003-015 06/01/2023

	Rates	Fringes
IRONWORKER, STRUCTURAL.....	\$ 33.57	32.23

IRON0207-007 06/01/2023

	Rates	Fringes
IRONWORKER (Reinforcing and Metal Roof Installation Only)....	\$ 33.00	27.16

LAB00910-005 01/01/2014

	Rates	Fringes
LABORER (Common or General; Concrete Worker).....	\$ 21.92	12.81

PAIN0041-003 05/01/2014

	Rates	Fringes
PAINTER (Spray Only, excludes work on Industrial sites).....	\$ 27.95	16.12

PAIN0057-001 06/01/2023

	Rates	Fringes
PAINTER: Brush and Roller Only...	\$ 30.56	23.72
PAINTER: Drywall Finishing/Taping Only.....	\$ 32.39	23.26

PAIN0057-023 06/01/2020

	Rates	Fringes
PAINTER (Drywall Finishing/Taping Only).....	\$ 27.10	18.02

PAIN0057-031 06/01/2023

	Rates	Fringes
PAINTER (INDUSTRIAL: Spray Only).....	\$ 36.01	23.72

PAIN0751-007 06/01/2020

	Rates	Fringes
GLAZIER.....	\$ 28.30	10.73

PLAS0526-015 06/01/2021

	Rates	Fringes
CEMENT MASON/CONCRETE FINISHER...	\$ 31.77	21.89

PLAS0526-026 06/01/2021

	Rates	Fringes
PLASTERER.....	\$ 30.69	18.99

PLUM0027-006 06/01/2023

	Rates	Fringes
PLUMBER.....	\$ 46.98	25.47

PLUM0354-008 06/01/2014

	Rates	Fringes
PIPEFITTER (Industrial).....	\$ 32.98	20.80

 PLUM0354-013 06/01/2019

	Rates	Fringes
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PIPEFITTER (Excludes HVAC Pipe Installation and Work on Industrial Sites).....	\$ 34.77	24.25
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PLUM0449-003 06/01/2023

	Rates	Fringes
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PIPEFITTER (HVAC Pipe Installation Only).....	\$ 46.10	27.97
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SFPA0669-004 04/01/2023

	Rates	Fringes
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SPRINKLER FITTER (Fire Sprinklers).....	\$ 44.33	27.79
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SHEE0012-009 07/01/2022

	Rates	Fringes
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SHEET METAL WORKER (Includes HVAC Duct Installation, Excludes Metal Flashing Installation).....	\$ 39.50	30.79
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* UAVG-PA-0002 01/01/2023

	Rates	Fringes
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LABORER: Mason Tender - Brick...	\$ 23.23	18.53
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* UAVG-PA-0004 01/01/2023

	Rates	Fringes
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OPERATOR: Mechanic.....	\$ 36.53	22.01
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* UAVG-PA-0007 01/01/2023

	Rates	Fringes
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IRONWORKER, ORNAMENTAL.....	\$ 34.18	30.08
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* UAVG-PA-0008 01/01/2023

	Rates	Fringes
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IRONWORKER, RIGGER.....	\$ 34.44	29.76
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* UAVG-PA-0010 01/01/2023

	Rates	Fringes
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CARPENTER (Drywall Hanging and Metal Stud Installation Only).....	\$ 34.54	18.30
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* UAVG-PA-0011 01/01/2023

	Rates	Fringes
PAINTER (Brush and Roller Only).....	\$ 27.76	23.25

SUPA2011-007 08/20/2014		

	Rates	Fringes
CARPENTER (Form Work Only).....	\$ 24.75	9.48
CARPENTER, Excludes Acoustical Ceiling Installation, Drywall Hanging and Metal Stud Installation, Floor Layer - Carpet, Hardwood, and Vinyl, Form Work and Scaffold Building.....	\$ 22.68	7.71
LABORER: Mason Tender - Cement/Concrete.....	\$ 18.41	6.45
MECHANICAL INSULATOR, Including Duct and Pipe and Excluding work on Industrial sites.....	\$ 30.60	17.16
ROOFER, Excludes Installation of Metal Roofs.....	\$ 22.98	11.86
SHEET METAL WORKER (Metal Flashing Installation only).....	\$ 31.43	20.05
TRUCK DRIVER: Dump Truck.....	\$ 24.98	11.88

WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at <https://www.dol.gov/agencies/whd/government-contracts>.

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour National Office because National Office has responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION

"

Scheide House Porch Renovations
221 North Washington Street
Titusville, PA

Project 013-23
June, 2023

2.5 SCHEDULE OF DRAWINGS

2.5.1 The following numbered and titled drawings, named and dated as above, are to be included as part of the Contract Documents as fully as if here set forth.

<u>NUMBER</u>	<u>TITLE</u>
CS	Cover Sheet
A1	First Floor Plan
A2	Details and Notes

SECTION 011000 - SUMMARY

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes the following:
 - 1. Work covered by the Contract Documents.
 - 2. Work phases.
 - 3. Use of premises.
 - 4. Owner's occupancy requirements.
 - 5. Specification formats and conventions.

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. Project Identification: Scheide House Porch Renovations - Project No. 013-23.
 - 1. Project Location: 221 North Washington Street, Titusville, PA 16354.
- B. Owner: Oil Region Alliance of Business, Industry and Tourism, 217 Elm Street, Oil City, PA 16301.
 - 1. Owner's Representative: Marilyn A. W. Black.
- C. Architect: Struxures, LLC, 3545 State Route 257, Seneca, PA 16346.
- D. The Work consists of the following:
 - 1. Contract – Porch Renovations consists of repair, preplacement and painting of the front porch, back porch and the side porch.
- E. Project will be constructed under single prime contract.

1.3 USE OF PREMISES

- A. General: Contractor shall have full use of premises for construction operations, including use of Project site, toilet facilities and utilities during construction period. Contractor's use of premises is limited only by Owner's right to perform work or to retain other contractors on portions of Project.
- B. General: Contractor shall have limited use of premises for construction operations as indicated on Drawings by the Contract limits.

- C. Use of Site: Limit use of premises to areas within the Contract limits indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
 - 1. Limits: Confine constructions operations to limits as shown on the Site Plan.
 - 2. Owner Occupancy: Allow for Owner access to the site when requested and coordinated in advance.
 - 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. Use of Existing Building: Maintain existing building in a weathertight condition throughout construction period. Repair damage caused by construction operations. Protect building and its contents during construction period.

1.4 OWNER'S OCCUPANCY REQUIREMENTS

- A. Owner Occupancy of Completed Areas of Construction: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
 - 1. Architect will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
 - 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 - 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will operate and maintain mechanical and electrical systems serving occupied portions of building.
 - 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

1.5 WORK RESTRICTIONS

- A. Nonsmoking Building: Smoking is not permitted within the building or within 25 feet (8 m) of entrances, operable windows, or outdoor air intakes.

1.6 SPECIFICATION FORMATS AND CONVENTIONS

- A. Specification Format: The Specifications are organized into Divisions and Sections using the 16-division format and CSI/CSC's "MasterFormat" numbering system.

1. Division 01: Sections in Division 01 govern the execution of the Work of all Sections in the Specifications.
- B. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
 1. Abbreviated Language: Language used in the Specifications and other Contract Documents is abbreviated. Words and meanings shall be interpreted as appropriate. Words implied, but not stated, shall be inferred as the sense requires. Singular words shall be interpreted as plural, and plural words shall be interpreted as singular where applicable as the context of the Contract Documents indicates.
 2. Imperative mood and streamlined language are generally used in the Specifications. Requirements expressed in the imperative mood are to be performed by Contractor. Occasionally, the indicative or subjunctive mood may be used in the Section Text for clarity to describe responsibilities that must be fulfilled indirectly by Contractor or by others when so noted.
 - a. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 011000

SECTION 012300 - ALTERNATES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for alternates.

1.2 DEFINITIONS

- A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
 - 1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.3 PROCEDURES

- A. Coordination: Modify or adjust affected adjacent work as necessary to completely integrate work of the alternate into Project.
 - 1. Include as part of each alternate, miscellaneous devices, accessory objects, and similar items incidental to or required for a complete installation whether or not indicated as part of alternate.
- B. Notification: Immediately following award of the Contract, notify each party involved, in writing, of the status of each alternate. Indicate if alternates have been accepted, rejected, or deferred for later consideration. Include a complete description of negotiated modifications to alternates.
- C. Execute accepted alternates under the same conditions as other work of the Contract.
- D. Schedule: A Schedule of Alternates is included at the end of this Section. Specification Sections referenced in schedule contain requirements for materials necessary to achieve the work described under each alternate.

Scheide House – Porch Renovations
221 North Washington Street
Titusville, PA

Project 013-23

June, 2023

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 SCHEDULE OF ALTERNATES

- A. Alternate No. 1: All work on the Cast Iron Patio/Side Porch as indicated as Alternate NO.1 on drawing A1.

END OF SECTION 012300

SECTION 012600 - CONTRACT MODIFICATION PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements for handling and processing Contract modifications.

1.2 MINOR CHANGES IN THE WORK

- A. Architect will issue supplemental instructions authorizing Minor Changes in the Work, not involving adjustment to the Contract Sum or the Contract Time, on AIA Document G710, "Architect's Supplemental Instructions."

1.3 PROPOSAL REQUESTS

- A. Owner-Initiated Proposal Requests: Architect will issue a detailed description of proposed changes in the Work that may require adjustment to the Contract Sum or the Contract Time. If necessary, the description will include supplemental or revised Drawings and Specifications.
 - 1. Proposal Requests issued by Architect are for information only. Do not consider them instructions either to stop work in progress or to execute the proposed change.
 - 2. Within time specified in Proposal Request after receipt of Proposal Request, submit a quotation estimating cost adjustments to the Contract Sum and the Contract Time necessary to execute the change.
 - a. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 - b. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 - c. Include costs of labor and supervision directly attributable to the change.
 - d. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
- B. Contractor-Initiated Proposals: If latent or unforeseen conditions require modifications to the Contract, Contractor may propose changes by submitting a request for a change to Architect.
 - 1. Include a statement outlining reasons for the change and the effect of the change on the Work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the Contract Sum and the Contract Time.

2. Include a list of quantities of products required or eliminated and unit costs, with total amount of purchases and credits to be made. If requested, furnish survey data to substantiate quantities.
 3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
 4. Include costs of labor and supervision directly attributable to the change.
 5. Include an updated Contractor's Construction Schedule that indicates the effect of the change, including, but not limited to, changes in activity duration, start and finish times, and activity relationship. Use available total float before requesting an extension of the Contract Time.
 6. Comply with requirements in Division 01 Section "Product Requirements" if the proposed change requires substitution of one product or system for product or system specified.
- C. Proposal Request Form: Use AIA Document G709 for Proposal Requests or Contractors company form..

1.4 ALLOWANCES

- A. Allowance Adjustment: To adjust allowance amounts, base each Change Order proposal on the difference between purchase amount and the allowance, multiplied by final measurement of work-in-place. If applicable, include reasonable allowances for cutting losses, tolerances, mixing wastes, normal product imperfections, and similar margins.
1. Include installation costs in purchase amount only where indicated as part of the allowance.
 2. If requested, prepare explanation and documentation to substantiate distribution of overhead costs and other margins claimed.
 3. Submit substantiation of a change in scope of work, if any, claimed in Change Orders related to unit-cost allowances.
 4. Owner reserves the right to establish the quantity of work-in-place by independent quantity survey, measure, or count.
- B. Submit claims for increased costs because of a change in scope or nature of the allowance described in the Contract Documents, whether for the Purchase Order amount or Contractor's handling, labor, installation, overhead, and profit. Submit claims within 21 days of receipt of the Change Order or Construction Change Directive authorizing work to proceed. Owner will reject claims submitted later than 21 days after such authorization.
1. Do not include Contractor's or subcontractor's indirect expense in the Change Order cost amount unless it is clearly shown that the nature or extent of work has changed from what could have been foreseen from information in the Contract Documents.
 2. No change to Contractor's indirect expense is permitted for selection of higher- or lower-priced materials or systems of the same scope and nature as originally indicated.

1.5 CHANGE ORDER PROCEDURES

- A. On Owner's approval of a Proposal Request, Architect will issue a Change Order for signatures of Owner and Contractor on AIA Document G701.

1.6 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: Architect may issue a Construction Change Directive on AIA Document G714. Construction Change Directive instructs Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
 - 1. Construction Change Directive contains a complete description of change in the Work. It also designates method to be followed to determine change in the Contract Sum or the Contract Time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
 - 1. After completion of change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012600

SECTION 012900 - PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section specifies administrative and procedural requirements necessary to prepare and process Applications for Payment.

1.2 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of Contractor's Construction Schedule. Cost-loaded CPM Schedule may serve to satisfy requirements for the Schedule of Values.
 - 1. Correlate line items in the Schedule of Values with other required administrative forms and schedules, including Application for Payment forms with Continuation Sheets Submittals Schedule and Contractor's Construction Schedule.
 - 2. Submit the Schedule of Values to Architect at earliest possible date but no later than seven days before the date scheduled for submittal of initial Applications for Payment.
 - 3. Subschedules: Where the Work is separated into phases requiring separately phased payments, provide subschedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual table of contents as a guide to establish line items for the Schedule of Values. Provide at least one line item for each Specification Section.
 - 1. Identification: Include the following Project identification on the Schedule of Values:
 - a. Project name and location.
 - b. Name of Architect.
 - c. Architect's project number.
 - d. Contractor's name and address.
 - e. Date of submittal.
 - 2. Submit draft of AIA Document G703 Continuation Sheets.
 - 3. Provide a breakdown of the Contract Sum in enough detail to facilitate continued evaluation of Applications for Payment and progress reports. Coordinate with the Project Manual table of contents. Provide several line items for principal subcontract amounts, where appropriate.
 - 4. Round amounts to nearest whole dollar; total shall equal the Contract Sum.
 - 5. Provide a separate line item in the Schedule of Values for each part of the Work where Applications for Payment may include materials or equipment purchased or fabricated and stored, but not yet installed.
 - 6. Provide separate line items in the Schedule of Values for initial cost of materials, for each subsequent stage of completion, and for total installed value of that part of the Work.

7. Allowances: Provide a separate line item in the Schedule of Values for each allowance. Show line-item value of unit-cost allowances, as a product of the unit cost, multiplied by measured quantity. Use information indicated in the Contract Documents to determine quantities.
8. Each item in the Schedule of Values and Applications for Payment shall be complete. Include total cost and proportionate share of general overhead and profit for each item.
 - a. Temporary facilities and other major cost items that are not direct cost of actual work-in-place may be shown either as separate line items in the Schedule of Values or distributed as general overhead expense, at Contractor's option.
9. Schedule Updating: Update and resubmit the Schedule of Values before the next Applications for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

1.3 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by Architect and paid for by Owner.
 1. Initial Application for Payment, Application for Payment at time of Substantial Completion, and final Application for Payment involve additional requirements.
- B. Payment Application Times: The date for each progress payment is indicated in the Agreement between Owner and Contractor. The period of construction Work covered by each Application for Payment is the period indicated in the Agreement.
- C. Payment Application Times: Progress payments shall be submitted to Architect by the 16th day of the month for work completed from the 1st thru the 15th day of the month and on the 1st day of the month for work completed from the 15th thru the last day of the month.
- D. Payment Application Forms: Use AIA Document G702 and AIA Document G703 Continuation Sheets as form for Applications for Payment. Provide detailed Davis-Bacon wage forms for all personnel who worked on the project during the invoice period.
- E. Application Preparation: Complete every entry on form. Notarize and execute by a person authorized to sign legal documents on behalf of Contractor. Architect will return incomplete applications without action.
 1. Entries shall match data on the Schedule of Values and Contractor's Construction Schedule. Use updated schedules if revisions were made.
 2. Include amounts of Change Orders and Construction Change Directives issued before last day of construction period covered by application.
- F. Transmittal: Submit 3 signed and notarized original copies of each Application for Payment to Architect by a method ensuring receipt. One copy shall include waivers of lien and similar attachments if required.

1. Transmit each copy with a transmittal form listing attachments and recording appropriate information about application.
- G. Initial Application for Payment: Administrative actions and submittals that must precede or coincide with submittal of first Application for Payment include the following:
1. List of subcontractors.
 2. Schedule of Values.
 3. Contractor's Construction Schedule (preliminary if not final).
 4. Schedule of unit prices.
 5. Submittals Schedule (preliminary if not final).
 6. List of Contractor's staff assignments.
 7. List of Contractor's principal consultants.
 8. Copies of building permits.
 9. Copies of authorizations and licenses from authorities having jurisdiction for performance of the Work.
 10. Initial progress report.
 11. Report of preconstruction conference.
 12. Certificates of insurance and insurance policies.
- H. Application for Payment at Substantial Completion: After issuing the Certificate of Substantial Completion, submit an Application for Payment showing 100 percent completion for portion of the Work claimed as substantially complete.
1. Include documentation supporting claim that the Work is substantially complete and a statement showing an accounting of changes to the Contract Sum.
 2. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the Work.
- I. Final Payment Application: Submit final Application for Payment with releases and supporting documentation not previously submitted and accepted, including, but not limited, to the following:
1. Evidence of completion of Project closeout requirements.
 2. Insurance certificates for products and completed operations where required and proof that taxes, fees, and similar obligations were paid.
 3. Updated final statement, accounting for final changes to the Contract Sum.
 4. AIA Document G706, "Contractor's Affidavit of Payment of Debts and Claims."
 5. AIA Document G706A, "Contractor's Affidavit of Release of Liens."
 6. AIA Document G707, "Consent of Surety to Final Payment."
 7. Evidence that claims have been settled.

Scheide House – Porch Renovations
221 North Washington Street
Titusville, PA

Project 013-23

June, 2023

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION 012900

SECTION 013300 - SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other submittals.
- B. See Division 01 Section "Closeout Procedures" for submitting warranties.
- C. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.

1.2 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Architect's responsive action.
- B. Informational Submittals: Written information that does not require Architect's responsive action. Submittals may be rejected for not complying with requirements.

1.3 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Architect's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. Initial Review: Allow 15 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. Architect will advise Contractor when a submittal being processed must be delayed for coordination.
 - 2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as initial submittal.
 - 3. Resubmittal Review: Allow 15 days for review of each resubmittal.

- C. Identification: Place a permanent label or title block on each submittal for identification.
1. Indicate name of firm or entity that prepared each submittal on label or title block.
 2. Provide a space approximately 6 by 8 inches (150 by 200 mm) on label or beside title block to record Contractor's review and approval markings and action taken by Architect.
 3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Architect.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Submittal number or other unique identifier, including revision identifier.
 - 1) Submittal number shall use Specification Section number followed by a decimal point and then a sequential number (e.g., 061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., 061000.01.A).
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- D. Deviations: Highlight, encircle, or otherwise specifically identify deviations from the Contract Documents on submittals.
- E. Additional Copies: Unless additional copies are required for final submittal, and unless Architect observes noncompliance with provisions in the Contract Documents, initial submittal may serve as final submittal.
1. Additional copies submitted for maintenance manuals will not be marked with action taken and will be returned.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Architect will return submittals, without review, received from sources other than Contractor.
1. Transmittal Form: Use Contractor's Transmittal Form.
- G. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.
 2. Note date and content of revision in label or title block and clearly indicate extent of revision.
 3. Resubmit submittals until they are marked "No Exception Taken."

- H. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- I. Use for Construction: Use only final submittals with mark indicating "No exceptions Taken" by Architect.

1.4 CONTRACTOR'S USE OF ARCHITECT'S CAD FILES

- A. General: At Contractor's written request, copies of Architect's CAD files will be provided to Contractor for Contractor's use in connection with Project, subject to the following conditions:
 - 1. They will be provided in PDF Form.
 - 2. All reference to Struxures, LLC shall remain on the Drawings

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 - 1. If information must be specially prepared for submittal because standard printed data are not suitable for use, submit as Shop Drawings, not as Product Data.
 - 2. Mark each copy of each submittal to show which products and options are applicable.
 - 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Manufacturer's catalog cuts.
 - e. Wiring diagrams showing factory-installed wiring.
 - f. Printed performance curves.
 - g. Operational range diagrams.
 - h. Compliance with specified referenced standards.
 - i. Testing by recognized testing agency.
 - 4. Number of Copies: Submit three copies of Product Data, unless otherwise indicated. Architect will return two copies. Mark up and retain one returned copy as a Project Record Document.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data, unless submittal of Architect's CAD Drawings is otherwise permitted.

1. Preparation: Fully illustrate requirements in the Contract Documents. Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Shopwork manufacturing instructions.
 - g. Templates and patterns.
 - h. Schedules.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer if specified.
 - m. Wiring Diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches (215 by 280 mm) but no larger than 30 by 40 inches (750 by 1000 mm).
 3. Number of Copies: Submit two opaque (bond) copies of each submittal. Architect will return one copy.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a check of these characteristics with other elements and for a comparison of these characteristics between submittal and actual component as delivered and installed.
1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
 2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of Sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
 3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
 4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set(s) of available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Architect will return submittal with options selected.
 5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from same material to be used for the Work, cured and finished in manner specified, and

physically identical with material or product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.

- a. Number of Samples: Submit three sets of Samples. Architect will retain two Sample sets; remainder will be returned.
- E. Product Schedule or List: As required in individual Specification Sections, prepare a written summary indicating types of products required for the Work and their intended location.
 1. Number of Copies: Submit three copies of product schedule or list, unless otherwise indicated. Architect will return two copies.
- F. Application for Payment: Comply with requirements specified in Division 01 Section "Payment Procedures."
- G. Schedule of Values: Comply with requirements specified in Division 01 Section "Payment Procedures."
- H. Subcontract List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design.
 1. Number of Copies: Submit three copies of subcontractor list, unless otherwise indicated. Architect will return two copies.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.
 1. Number of Copies: Submit copies of each submittal, unless otherwise indicated. Architect will not return copies.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Coordination Drawings: Comply with requirements specified in Division 01 Section "Project Management and Coordination."
- C. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements in the Contract Documents. Submit record of Welding Procedure

Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.

- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements in the Contract Documents and, where required, is authorized by manufacturer for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements in the Contract Documents. Include evidence of manufacturing experience where required.
- G. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements in the Contract Documents.
- H. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements in the Contract Documents.
- I. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements in the Contract Documents.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements in the Contract Documents. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Research/Evaluation Reports: Prepare written evidence, from a model code organization acceptable to authorities having jurisdiction, that product complies with building code in effect for Project.
- L. Preconstruction Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of tests performed before installation of product, for compliance with performance requirements in the Contract Documents.
- M. Compatibility Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of compatibility tests performed before installation of product. Include written recommendations for primers and substrate preparation needed for adhesion.
- N. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements in the Contract Documents.
- O. Maintenance Data: Prepare written and graphic instructions and procedures for operation and normal maintenance of products and equipment. Comply with requirements specified in Division 01 Section "Operation and Maintenance Data."
- P. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations.

Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.

- Q. Manufacturer's Instructions: Prepare written or published information that documents manufacturer's recommendations, guidelines, and procedures for installing or operating a product or equipment. Include name of product and name, address, and telephone number of manufacturer.
- R. Manufacturer's Field Reports: Prepare written information documenting factory-authorized service representative's tests and inspections. Include the following, as applicable:
 - 1. Statement on condition of substrates and their acceptability for installation of product.
 - 2. Summary of installation procedures being followed, whether they comply with requirements and, if not, what corrective action was taken.
 - 3. Results of operational and other tests and a statement of whether observed performance complies with requirements.
- S. Insurance Certificates and Bonds: Prepare written information indicating current status of insurance or bonding coverage. Include name of entity covered by insurance or bond, limits of coverage, amounts of deductibles, if any, and term of the coverage.
- T. Material Safety Data Sheets (MSDSs): Submit information directly to Owner; do not submit to Architect.
 - 1. Architect will not review submittals that include MSDSs and will return them for resubmittal.

PART 3 - EXECUTION

3.1 CONTRACTOR'S REVIEW

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Architect.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ARCHITECT'S ACTION

- A. General: Architect will not review submittals that do not bear Contractor's approval stamp and will return them without action.

- B. Action Submittals: Architect will review each submittal, make marks to indicate corrections or modifications required, and return it. Architect will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken, as follows:
 - 1. No Exception Taken
 - 2. Make Corrections Noted
 - 3. Rejected
 - 4. Revise and Resubmit
 - 5. Submit Specified Item
- C. Informational Submittals: Architect will review each submittal and will not return it, or will return it if it does not comply with requirements. Architect will forward each submittal to appropriate party.
- D. Partial submittals are not acceptable, will be considered nonresponsive, and will be returned without review.
- E. Submittals not required by the Contract Documents may not be reviewed and may be discarded.

END OF SECTION 013300

SECTION 017700 - CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
 - 1. Inspection procedures.
 - 2. Warranties.
 - 3. Final cleaning.
- B. See Division 01 Section "Payment Procedures" for requirements for Applications for Payment for Substantial and Final Completion.
- C. See Division 01 Section "Project Record Documents" for submitting Record Drawings, Record Specifications, and Record Product Data.
- D. See Divisions 02 through 49 Sections for specific closeout and special cleaning requirements for the Work in those Sections.

1.2 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
 - 1. Prepare a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 - 2. Advise Owner of pending insurance changeover requirements.
 - 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 - 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 - 5. Prepare and submit Project Record Documents, operation and maintenance manuals and similar final record information.
 - 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.
 - 7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 - 8. Complete startup testing of systems.
 - 9. Submit test/adjust/balance records.
 - 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 - 11. Advise Owner of changeover in heat and other utilities.

12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Architect, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.3 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit a final Application for Payment according to Division 01 Section "Payment Procedures."
 2. Submit certified copy of Architect's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 3. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 4. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Inspection: Submit a written request for final inspection for acceptance. On receipt of request, Architect will either proceed with inspection or notify Contractor of unfulfilled requirements. Architect will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

1.4 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.

1. Organize list of spaces in sequential order, starting with exterior areas first and proceeding from lowest floor to highest floor.
2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.

1.5 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Architect for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Organize warranty documents into an orderly sequence based on the table of contents of the Project Manual.
 1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive **8-1/2-by-11-inch (215-by-280-mm)** paper.
 2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
 3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.
- C. Provide additional copies of each warranty to include in operation and maintenance manuals.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
 - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
 - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
 - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - e. Remove snow and ice to provide safe access to building.
 - f. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
 - g. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - h. Sweep concrete floors broom clean in unoccupied spaces.
 - i. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - j. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - k. Remove labels that are not permanent.
 - l. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - m. Wipe surfaces of mechanical and electrical equipment and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - n. Replace parts subject to unusual operating conditions.
 - o. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - p. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - q. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - r. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous

Scheide House – Porch Renovations
221 North Washington Street
Titusville, PA

Project 013-23

June, 2023

materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION 017700

SECTION 017839 - PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 SUMMARY

- A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:
 - 1. Record Drawings.
 - 2. Record Specifications.
 - 3. Record Product Data.
- B. See Divisions 02 through 49 Sections for specific requirements for Project Record Documents of the Work in those Sections.

1.2 SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up Record Prints.
 - 2. Number of Copies: Submit copies of Record Drawings as follows:
 - a. Initial Submittal: Submit one set(s) of plots from corrected Record CAD Drawings and one set(s) of marked-up Record Prints. Architect will initial and date each plot and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Architect will return plots and prints for organizing into sets, printing, binding, and final submittal.
 - b. Final Submittal: Submit one set(s) of marked-up Record Prints, and the following:
 - 1) Record CAD Drawing Files and Plots: One set(s).
 - 2) Copies printed from Record CAD Drawing Plots: Three. Print each Drawing, whether or not changes and additional information were recorded.
- B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.
- C. Record Product Data: Submit one copy of each Product Data submittal.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 2. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.
 3. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at same location.
 4. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record CAD Drawings: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Architect. When authorized, prepare a full set of corrected CAD Drawings of the Contract Drawings, as follows:
1. Format: Same CAD program, version, and operating system as the original Contract Drawings.
 2. Incorporate changes and additional information previously marked on Record Prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Architect for resolution.
 4. Architect will furnish Contractor one set of CAD Drawings of the Contract Drawings for use in recording information.
 - a. Architect makes no representations as to the accuracy or completeness of CAD Drawings as they relate to the Contract Drawings.
 - b. CAD Software Program: The Contract Drawings are available in AutoCAD 2009 LT.
- C. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
 2. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
 3. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."

- d. Name of Architect.
- e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 - 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 - 4. Note related Change Orders, Record Product Data, and Record Drawings where applicable.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 - 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 - 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 - 3. Note related Change Orders, Record Specifications, and Record Drawings where applicable.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.
- B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Architect's reference during normal working hours.

END OF SECTION 017839

BUREAU OF RECREATION AND CONSERVATION

Title: Project Signage		
Issued by: BRC	Effective Date: 3/9/11 Scheduled Review: Annual	Document Number: 2300-032
Reviewed: 10/27/21	Revised: 12/6/12, 9/23/16, 11/4/19	
Approved By: Tom Ford, Bureau Director	Program Area: All	

AUTHORITY

Act 18 of 1995, Section 306, Community Recreation and Heritage Conservation. The Department shall have the power to administer Federal and State programs for grants and loans to local governments, municipal authorities and nonprofit organizations for community and regional projects involving the planning, acquisition, rehabilitation and development of public park, recreation and conservation areas, facilities and programs.

SCOPE

Provides directive for administration of the Community Conservation Partnerships Grant Program

PURPOSE

The Bureau requires that a permanent sign be erected and maintained on all grant-funded project sites. This requirement is reflected in the grant agreement terms and conditions - Article XVIII Acknowledgement of Assistance. The purpose of the permanent sign is to provide acknowledgement of Department of Conservation and Natural Resources (DCNR) grant assistance, to notify the public that the facility is a public facility and to promote DCNR's recreation and conservation work to the general public. Below are the minimum standards for the permanent signs.

The Bureau of Recreation and Conservation also suggests that an "under construction" sign be displayed at the site during the construction period. The "under construction" sign is intended to demonstrate, during the time of construction, that DCNR grant assistance is helping to make the project possible.

POLICY

A. Permanent Signs:

1. A permanent sign shall be erected and maintained at all project sites. The term "site" means the properties and facilities, including any portion of them acquired, rehabilitated, or developed with a grant from DCNR.
2. The permanent sign will conform with the minimum standard design and specifications established by the Bureau (provided below), unless local ordinance or local sign design standards require differently.
3. At a minimum, the permanent sign will state the site name, state that funding is provided in partnership with the Bureau of Recreation and Conservation, identify the funding source and the funding source logo. The sign should be installed in a highly visible location. The sign design needs to be approved by DCNR and it is acceptable to acknowledge other partners on the sign.
4. Costs associated with the development and installation of signs are eligible for reimbursement at the designated rate based on the program and funding source used. Costs for sign maintenance are not eligible for grant program funding.

5. When multiple projects are funded at a site with DCNR funding, or the project is of a linear basis, the Bureau may waive the requirements for additional permanent signs on a case-by-case basis.
6. When multiple sites are being acquired or developed utilizing a grant from DCNR, permanent signs are required for each site.

DCNR Logo



Keystone Recreation, Park and Conservation Fund Logo



Growing Greener Program, Environmental Stewardship Fund & Growing Greener Bond Fund



Land and Water Logo



Standard Permanent Sign Requirements: Use the sign language that coincides with your project's FUNDING Source.

Overall Size:	18" x 24"
Font Size:	Range from .71" to 1.75" will have layout sheet defined on language text
Font Style:	Arial
Orientation:	Landscape
Base Material:	Aluminum
Thickness:	.080
Sides printed:	1
Corners:	Round
Base Color:	Green
Text Color:	White
Border:	Yes
Mounting:	At funded project site
Mounting Holes:	No
Overlay:	EG Vinyl
Language:	Standard Language for various signs provided below

Language for the Standard DCNR - Keystone Recreation, Park and Conservation funded project:



Language for the Standard DCNR - Growing Greener Program, Environmental Stewardship Funded Project:

OURTOWN PARK BOROUGH OF OURTOWN

Funding assistance has been provided by the
Department of Conservation and Natural Resources
Bureau of Recreation and Conservation
Environmental Stewardship Fund



Language for the Standard DCNR - Growing Greener Program, Growing Greener Bond Funded Project:

OURTOWN PARK BOROUGH OF OURTOWN

Funding assistance has been provided by the
Department of Conservation and Natural Resources
Bureau of Recreation and Conservation
Growing Greener Bond Fund



IF Funding is from the Federal Highway Administration via DCNR:



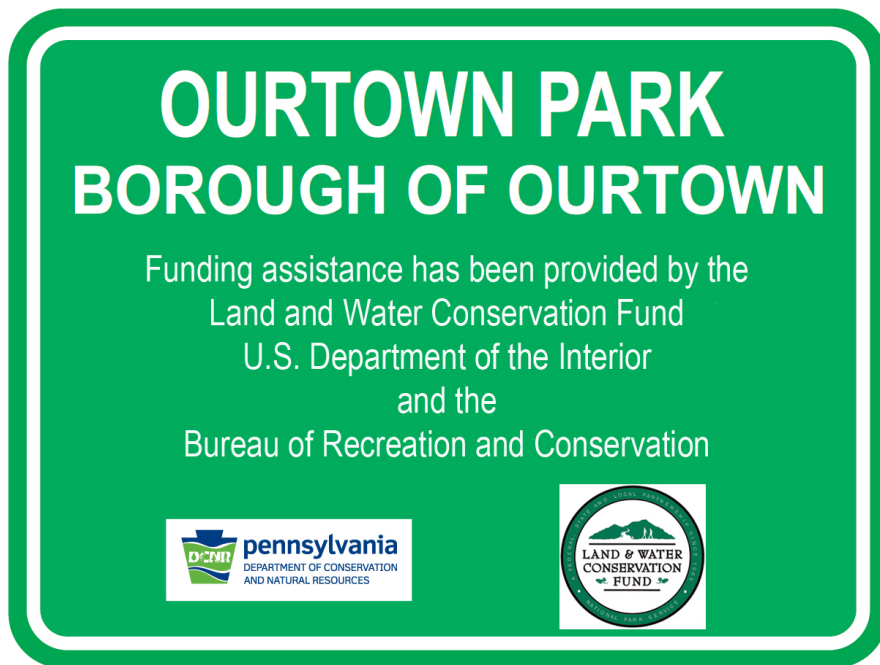
IF Funding is from the All-Terrain Vehicle Management Restricted Account via DCNR:



IF Funding is from the Snowmobile Management Restricted Account via DCNR:



IF Funding is from the Land & Water Conservation Fund (LWCF) via DCNR:



B. “Under Construction” Signs:

1. The Bureau encourages applicants to develop and display an “under construction” sign consistent with the design and specifications provided below or any other reasonable alternative (ex. vinyl banner, etc.) for all projects where site development occurs.

Suggested “Under Construction” Sign Specifications: (Local ordinance or local sign design standards may supersede these specifications.)

Overall Size:	18” x 24” or larger
Font Size:	Range from .71” to 1.75”
Font Style:	Arial
Orientation:	Landscape
Base Material:	Foam Core
Thickness:	
Sides printed:	1
Corners:	Square
Base Color:	White
Text Color:	Blue
Border:	Yes
Mounting:	At funded project site
Mounting Holes:	No
Overlay:	EG Vinyl
Language:	Standard language provided below



DISCLAIMER

The policies and procedures outlined in this guidance document are intended to supplement existing requirements. The policies and procedures herein are not an adjudication or a regulation. There is no intent on the part of DCNR to give the rules in these policies that weight or deference. This document establishes the framework within which DCNR will exercise its administrative discretion in the future.

PAGE LENGTH

8 pages

EFFECTIVE DATE

Immediately. This policy is to be reviewed and updated every year.

EXPIRATION

This policy remains in effect until revised or rescinded.

Tom Ford, Bureau Director

10/27/21

Name/Title of Bureau or Office Director

Date