



MIDDLE BUCKS MEMORANDUM

TO: Middle Bucks Area Vocational Technical School Authority Members

FROM: Kathryn Strouse *KS/RJ*

DATE: June 16, 2021

SUBJECT: June 21, 2021 – Middle Bucks Area Vocational Technical School Authority Meeting

Attached please find the packet for the June 21, 2021 Middle Bucks Area Vocational Technical School Authority meeting. The meeting will be held in Room 101 at 5:30 pm. If you have any questions or concerns, please feel free to call me

KS/rcj

Attachments

Distribution: Barry L. Pflueger, Jr., Chairperson
David Ely
John Gamble
Charles Kleinschmidt
Hon. Bernie O'Neill
Steven Rellis
Donna J. Wengiel, Esquire

cc: Richard Hansen
Robert Vining

MIDDLE BUCKS AVTS AUTHORITY

June 21, 2021 – 5:30 p.m.

Room 101

MEETING AGENDA

1. Approval of April 29, 2021 Minutes. (Attachment 1)
2. Review of Cash Activity – Authority & Bond Accounts (Attachment 2)
3. A motion to approve payment of bills. (Attachment 3 – Copies of bills will be distributed at the meeting)
4. Capital Improvement Projects
 - a. Roof Section J & M and remaining Roof Sections F,G,H,I,K,L,N,O & P (Attachment 4)
 - b. North Plaza Concrete (Attachment 5)
5. Roof Update – Paneko/Versico
6. Discuss next meeting date
7. Adjournment

MINUTES OF MIDDLE BUCKS AREA
VOCATIONAL TECHNICAL SCHOOL AUTHORITY
MEETING OF APRIL 29, 2021

A duly advertised meeting of the Middle Bucks Area Vocational Technical School Authority was called to order at 5:30 o'clock P.M. on Thursday, April 29, 2021, by Chairman William H. Yerkes III. In addition to Mr. Yerkes, the following persons were present at the meeting: Authority Members Steven D. Rellis, Barry L. Pflueger, Jr. (by video conferencing), David Ely and John H. Gamble. Also present at the meeting were Charles Kleinschmidt (who was appointed as the new Member at Large by the sending school districts to replace Chairman Yerkes who retired at the conclusion of the meeting). Also present were Kathryn Strouse, Administrative Director, Robert J. Vining, Business Manager, Richard Hansen, Facilities Supervisor, and Donna J. Wengiel, Solicitor.

After discussion, and upon motion made, seconded and carried, all Members voting aye, the Minutes of the January 21, 2021, meeting were approved as presented.

Robert Vining reviewed the cash activity of the Authority for the period of December 31, 2020 to March 31, 2021.

Copies of the bills submitted to the Authority for payment were circulated to the Authority Members for review prior to the meeting. The bills presented constituted bills to be paid from the U.S. Bank Bond Administration Expense Fund, Series of 2015 and 2020. Upon motion made, seconded and carried, all Members voting aye, the bills were approved for payment. A true and correct

copy of the list of the bills being authorized to be paid is attached hereto, made a part hereof and marked Exhibit "A."

Robert J. Vining reviewed with the Authority Members a Credit Opinion dated April 1, 2021, by Moody's Investors Service wherein Moody's assigned an A-1 issuer rating and downgraded the revenue rating to A-1 from Aa3. A copy of the Credit Opinion was circulated among Authority Members. After discussion, the Authority Members requested that Administration go to Executive Council to discuss the possibility of maintaining a larger fund balance for the Middle Bucks Institute of Technology to address the reason for the downgrade. It was noted that although the fund balance is smaller than the rating agency would like to see, per the Articles of Agreement, the sending school districts are required to fund the needs of the Authority.

Kathryn Strouse advised the Authority Members that the capital projects planned for the Summer of 2021 include replacement of two (2) more sections of the roof, the concrete in front of the building and the replacement of a walk-in refrigerator and freezer in the Culinary Arts area.

Robert J. Vining presented the Authority Members with a proposal from PaveConnect National Paving Services for a topographic survey of the proposed plaza improvements area. The survey would then serve as the base drawing upon which all constructions drawings will be developed. The cost of the survey as presented is \$6,950.00. After discussion, and upon motion made, seconded and carried, all Members voting aye, the Authority authorized the acceptance of the proposal at a cost of \$6,950.00.

Robert J. Vining also discussed a proposal from PaveConnect National Paving Services for the engineering work that will need to be done in connection with the proposed plaza improvements at a cost of \$31,000.00. This proposal has not yet been submitted to Executive Council. After discussion, and upon motion made, seconded and carried, all Members voting aye, the Authority Members approved the expenditure of \$31,000.00 for the engineering in accordance with the proposal to be received from PaveConnect National Paving Services conditioned upon its submission to and approval by Executive Council.

Richard Hansen and Robert J. Vining provided the Authority Members with an update on the status of the roof. MBIT is seeking to have Area J, which is above the Welding and Multi-Media Program, and Area M, which is above the Engineering Program, completed this Summer in accordance with a certain Capital Assessment Plan approved by the sending school districts and MBIT. It is anticipated that the funding for the Capital Assessment Plan will be first, from the remaining Series 2020 Bond proceeds, to the extent the projects qualify as projects for which the Bond proceeds may be used, with the balance being funded directly through the sending school districts.

The Authority accepted the resignation of Mr. Yerkes, effective as of the close of the meeting. Mr. Yerkes was recognized and thanked for his years of service to the Authority and the new Member-at-Large, Charles Kleinschmidt, was welcomed to the Authority. Mr. Rellis also announced to the Authority Members that he will be moving from the Centennial School District and accordingly Centennial School District is currently working on appointing a

replacement to fill the vacancy created by his leaving. A discussion was held regarding the need to fill the vacancies in the offices of Chairman and Vice Chairman which are being created by the resignation of Mr. Yerkes and the pending resignation of Mr. Rellis. After discussion and upon motion made, seconded and unanimously carried, the following persons were appointed to serve the offices set opposite their names for a period of one (1) year and until their successors are chosen and qualified.

Barry L. Pflueger, Jr.	Chairman
David Ely	Vice Chairman
Charles Kleinschmidt	Secretary and Treasurer

The date of the next Authority meeting will be set at a subsequent time and confirmed through Administration.

There being no further business to come before the Authority, the meeting was duly adjourned at 6:25 p.m.



Donna J. Wengiel, Solicitor

MIDDLE BUCKS AVTS AUTHORITY								
CASH ACTIVITY - March 31, 2021 to May 31, 2021								
	Local FNBN	US Bank 2015 Settlement	US Bank 2020 Settlement	US Bank 2015 Bond	US Bank 2020 Bond	US Bank 2015 Admin. Exp.	US Bank 2020 Admin. Exp.	Combined Total
Cash balance March 31, 2021	\$ 1,774.46	\$ 1,200.66	\$ 809,771.42	\$ 2,004.57	\$ 2,001.25	\$ 5,039.51	\$ 1,915.20	\$ 823,707.06
Transfers -								\$ -
Receipts:								
Interest income		\$ 0.02	\$ 13.54	\$ 0.04	\$ 0.04	\$ 0.08	\$ 0.04	\$ 13.72
Total Receipts	\$ -	\$ 0.02	\$ 13.54	\$ 0.04	\$ 0.04	\$ 0.08	\$ 0.04	\$ 13.72
Disbursements:								
Admin. Expense Fund								
Advertising - Meeting						\$ 58.68		\$ 58.68
Legal						\$ 385.00		\$ 385.00
Total Disbursements	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 443.68	\$ -	\$ 443.68
Cash balance May 31, 2021	\$ 1,774.46	\$ 1,200.68	\$ 809,784.96	\$ 2,004.61	\$ 2,001.29	\$ 4,595.91	\$ 1,915.24	\$ 823,277.10
Transfer to be made by Trustee				\$ (2,004.61)	\$ (2,001.29)	\$ 2,004.61	\$ 2,001.29	\$ (2,001.29)
To Be Paid upon approval and in future								
Debt Service								\$ -
Courier Times/Intelligencer						\$ 58.68		\$ 58.68
Roof Consulting Services, Inc.		\$ 1,200.00						\$ 1,200.00
MBIT I reimbursement						\$ 5,241.60		\$ 5,241.60
Stuckert & Yates						\$ 1,017.50		\$ 1,017.50
	\$ -	\$ 1,200.00	\$ -	\$ (2,004.61)	\$ (2,001.29)	\$ 6,317.78	\$ -	\$ 7,517.78
Remaining cash after payments	\$ 1,774.46	\$ 0.68	\$ 809,784.96	\$ 0.00	\$ 0.00	\$ 282.74	\$ 3,916.53	\$ 815,759.32

MIDDLE BUCKS AVTS AUTHORITY					
INVOICES TO BE APPROVED FOR PAYMENT					
June 21, 2021					
US BANK BOND ADMIN EXP FUND 2015 & 2020					
<u>PAYEE</u>	<u>REQ #</u>	<u>DESCRIPTION</u>	<u>SERIES</u>	<u>PAGE #</u>	<u>AMOUNT</u>
Courier Times/Intelligencer	20210021	Advertising meeting date - June 21, 2021 - order # 7394751-01	2015		\$ 58.68
Stuckert & Yates	20210022	Bill no. 16852 dated June 2, 2021 for professional services relating to: Authority meeting April 29; resignation; 2020 Bond; correspondence	2015		\$ 1,017.50
Middle Bucks Inst of Technology	20210023	Reimbursement for roof study - Barry Isett & Associates & Munn Roofing	2015		\$ 5,241.60
US BANK SETTLEMENT FUND 2015 & 2020					
<u>PAYEE</u>	<u>REQ #</u>	<u>DESCRIPTION</u>	<u>SERIES</u>	<u>PAGE #</u>	<u>AMOUNT</u>
FIRST NAT'L BANK OF NEWTOWN					
<u>PAYEE</u>	<u>CHECK #</u>	<u>DESCRIPTION</u>	<u>SERIES</u>	<u>PAGE #</u>	<u>AMOUNT</u>

B. INSTRUCTIONS TO BIDDERS

This bid package was prepared on behalf of Middle Bucks Area Vocational-Technical School Authority (hereinafter referred to as the “Authority,” the “MBIT” or “Owner”). The bid package includes the following documents, which along with any addenda issued by Owner before the opening of bids, and any Change Orders or Construction Change Directives after entering this Agreement, shall be the “Contract Documents” governing the bidding and contracting for this project:

- A. **Omnia Partners Member ID: 1114231**
- B. Instructions to Bidders
- C. Agreement with Contractor
- D. Amendments to AIA Document A104 – 2017
- E. Copy of AIA Document A104 – 2017
- F. Form of Payment Bond, AIA Document A312 – 2010
- G. Form of Performance Bond
- H. Instructions for Non-Collusion Affidavit and Non-Collusion Affidavit
- I. Description of Work and Technical Specifications [**To be provided by district/consultant**]
- J. Drawings [**To be provided by consultant; if applicable**]
- K. Bid Form [**To be provided by district/consultant/attorney**]
- L. Prevailing Wage Rate Information

Prospective bidders are advised that this project *will be* subject to provisions of the Pennsylvania Prevailing Wage Act.

The following rules and procedures shall apply to bidding:

1. Bids must be submitted on the Bid Form supplied by the Authority. Each bid must be delivered to the Business Department of Middle Bucks Institute of Technology (MBIT), located at 2740 York Road, Jamison, PA, **prior to noon on July 8, 2021**. This is the responsibility of the bidder. Bids received after the time set for bid opening, even if postmarked earlier, will not receive consideration. Bids will not be accepted by facsimile.
2. Bids shall be submitted sealed in an envelope that displays clearly the name of the project in question, the bid date and the time of bid opening.
3. All bids submitted must be typewritten or legibly written in ink, and must be signed by the bidder on the Bid Form supplied as part of this bid. Bids altered in any way will not be accepted (i.e. erasures, white out, etc.).
4. Bidders for construction projects shall visit the site to familiarize themselves with the work and all job conditions related to the work and attend mandatory pre-bid meeting. In submitting a bid, a bidder represents that it has carefully examined the plans, specifications and site of the work and that from its own investigation it has satisfied itself as to the nature and location of the work, the character, quality and quantity of surface and sub-surface materials likely to be encountered, the character of equipment

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and other facilities needed for performance of the work, the general and local conditions, and all other matters which may, in any way, effect the work or its performance.

5. Each bid shall be accompanied by bid security in the amount of 10% of the base bid, utilizing the AIA Document A310 – 2010 bid bond form, or utilizing a bank cashier or Treasurer’s check payable to Middle Bucks Area Vocational-Technical School Authority.
6. A payment bond covering 100% of the contract amount utilizing the AIA Document A312 – 2010 payment bond form, and a performance bond covering 100% of the contract amount utilizing the form included with this bid package, will be required before entering into a contract with the Owner, and within five (5) days of receiving a notice of intention to award a contract.
7. Additional rules governing bids:
 - a. Unless permitted by 73 P.S. § 1602 to withdraw a bid within two business days after the bid opening date due to a clerical mistake as opposed to a judgment mistake, no bid may be withdrawn before the expiration of sixty (60) days from the date established for the opening of the bids, or before the expiration of one hundred twenty (120) days in the event the award of bids is delayed by the required approval of another government agency, the sale of bonds or the award of grants.. All bids shall remain valid and acceptable for the foregoing length of time. This time may be extended by the mutual consent of the bidder and the Authority.
 - b. Bids will be publicly opened on the date, at the location and commencing at the time stated above. Bidders or their authorized agents may be present.
 - c. The Authority reserves the right to reject any or all bids, and to waive any bid irregularities as permitted under Pennsylvania law.
 - d. The bidder must demonstrate a successful track record in the performance of like work or the supplying of like product. **Four references** including name, address, telephone number, contact person, and scope of product or service provided are to be submitted with the Bid Form. In addition, before any award is made, the Authority may require satisfactory evidence to show that the bidder is a responsible bidder as contemplated under Pennsylvania law.
 - e. The bid shall include all costs to install the work by the bidder. Any damage to the Authority’s building(s) or equipment caused by the bidder shall be the responsibility of the bidder.
 - f. The Non-Collusion Affidavit included in this bid package must be completed and submitted with the bid.

C - AGREEMENT WITH CONTRACTOR

MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY

This is an agreement (the “Agreement”) dated _____,
between Middle Bucks Area Vocational-Technical School Authority, 2740 York Road, Jamison,
Pennsylvania (“Owner”) and the following trade contractor,
_____ (“Contractor”), for Contractor to
perform work on a construction project for Owner.

In exchange for the consideration identified herein, and intending to be legally bound,
Owner and Contractor agree that this Agreement incorporates the terms of AIA Document A104
– 2017 (Standard Abbreviated Form of Agreement Between Owner and Contractor), as amended
in accordance with the terms below.

The specifics of this Agreement are as follows:

1. Project name: MBIT PARTIAL ROOF REPLACEMENT – SECTIONS J & M
2. Type of work to be performed by Contractor (general trades, electrical, plumbing,
HVAC, etc.): _____
3. Architect (or other consultant who shall be perform duties assigned to the “Architect”):
Roof Consulting Services, Inc. & Roof Connect
4. Installed Unit Cost & Extended Contract sum: \$ _____ /SF & \$ _____
5. By signing below, Owner and Contractor agree to the terms of AIA Document A104 –
2017, and the following Amendments thereto:

For Contractor (name and title): _____

For Owner (Authority Chairman/Vice-Chairman) _____

D - AMENDMENTS TO AIA DOCUMENT A104 – 2017

MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY

PROJECT NAME: MBIT PARTIAL ROOF REPLACEMENT – SECTIONS J & M

These amendments contain modification of and additions to AIA Document A104 – 2017, "Standard Abbreviated Form of Agreement Between Owner and Contractor," for the Agreement to be entered into between Middle Bucks Area Vocational-Technical School Authority (the "Authority," the "MBIT" or the "Owner") and the Contractor.

If no specific Architect is identified in the Agreement, the Owner or its designee shall perform activities assigned to the Architect in AIA Document A104 – 2017 and in these amendments thereto.

ARTICLE 2 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Add Subparagraphs 2.3.4 and 2.3.5, as set forth below:

- 2.3.4 The Contractor acknowledges that time is of the essence to achieve Substantial Completion of the Work by **October 31, 2021** and Final Completion of the Work by **December 15, 2021**. The Contractor agrees that all Work shall be executed diligently with trained workers in sufficient number and at a rate of progress that the Contractor meets these deadlines. The Contractor shall prepare and provide the Owner a project schedule identifying how the Contractor plans to meet these deadlines within one week of signing a written agreement with the Owner, and shall update such schedule during the course of the Work whenever the schedule changes or upon request of the Owner for an updated schedule.
- 2.3.5 Should the Contractor fail to meet the Substantial Completion deadline, unless the deadline is extended as provided in the Contract Documents, the Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the sum of **\$1,000 US Dollars** as liquidated damages for each calendar day until the Work has reached Substantial Completion. The Owner's right to receive liquidated damages shall be in addition to all other rights and remedies available to the Owner at law or in equity. The Contractor agrees that such daily amount of liquidated damages is a fair and reasonable pre-estimate of loss and does not constitute a penalty, agrees not to challenge such daily amount and agrees to pay the Owner's legal fees in the event of such challenge.

ARTICLE 4 – PAYMENTS

Replace Subparagraph 4.1 in its entirety (including Subparagraphs 4.1.1 through 4.1.5) with the following:

- 4.1. Based upon Applications for Payment submitted by the Contractor, certified by the Architect and approved by the Owner, the Owner shall make payments to the Contractor within ten (10) days of approval by the Owner's Board of Directors.

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4.2.2 Add the following after “or as follows:”

Final payment shall be made within 10 days of approval by the Owner’s Board of Directors.

ARTICLE 5 – DISPUTE RESOLUTION

Replace Subparagraph 5.1 in its entirety with the following:

5.1. Binding dispute resolution shall be by arbitration at the sole option of the Owner, pursuant to the rules of the American Arbitration Association, or otherwise by bench trial (no jury) in the Court of Common Pleas for the County in which the Project is located.

ARTICLE 7 – GENERAL PROVISIONS

Add Subparagraphs 7.1.1, 7.1.2 and 7.1.3 as follows:

7.1.1 Where the Contract Documents do not identify specific quality or standards for materials or workmanship, such Work is to be of good quality and fit for the intended use and purpose thereof.

7.1.2 Any indication or notation applicable to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes, except where a contrary result is indicated by the Contract Documents.

7.1.3 Any inconsistencies between different provisions of the Contract Documents shall be construed in the manner that provides the greatest value or betterment to the Owner.

Add the following to the end of Subparagraph 7.5.1:

7.5.1 [added] The Contractor shall be entitled to receive without charge five (5) sets of prime Contract Documents and one (1) set of documents for each other prime Contract (if any).

Replace subparagraph 7.9 in its entirety with the following:

7.9 Where the Contract Documents require that written notice be given between parties, written notice shall be effectuated upon delivery in person, by mail, by any delivery service, by facsimile, or by email.

ARTICLE 8 – OWNER

Delete Subparagraph 8.1.1 in its entirety.

Replace Subparagraphs 8.1.2 and 8.1.3 in their entirety with Subparagraph 8.1.2 as follows:

8.1.2 The Owner shall not be responsible to furnish surveys of the Project site or utility locations for the Project site. The Contractors shall have no claims for surface or subsurface conditions, whether unforeseen, foreseen, or foreseeable. The Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements and easements.

8.2 In Paragraph 8.2, delete the word "repeatedly."

Replace Subparagraph 8.3 in its entirety with the following:

8.3 If the Contractor defaults or neglects to carry of the Work in accordance with the Contract Documents, and/or fails within a five-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may collect the reasonable cost thereof, including the Owner's expenses for related legal services, Architect services or other services, from the payment then or thereafter due the Contractor.

Add Paragraph 8.4 as set forth below:

8.4 Owner's rights set forth in Paragraph 8.2 and 8.3 shall be in addition to all other rights of the Owner established in the Contract Documents, at law or in equity.

ARTICLE 9 – CONTRACTOR

Replace Subparagraph 9.1.1 in its entirety with the following:

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

Add Subparagraphs 9.2.3 through 9.2.9 as set forth below:

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

9.2.4 Standard of Quality; The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is generally the intent to describe the minimum standard, and not to limit the

bidder to any one material or product. However, where “no substitutions” are identified or where proprietary names are used, the Contractor must provide the specified project for compliance with the Owner’s requirements.

- 9.2.5 The Contractor shall abide by all federal, state and local legal requirements applicable to this project, including requirements imposed by statute, regulation, code, ordinance, administrative rule or by order of any court or administrative agency. This includes, but is not limited to, requirements governing health, safety, labor and environmental protection. Among other things, the Contractor shall submit an MSDS form (or other required form) and proper labeling to the Architect in advance of each chemical being used.
- 9.2.6 The Contractor shall perform its Work in a manner to interfere as little as possible with the normal conduct of school activities, using its best efforts to protect the safety of students, employees and MBIT property. No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc., together with all normal means of ingress and egress to buildings and property will be allowed without express permission of the MBIT.
- 9.2.7 The Contractor’s Work shall be at all times subject to the inspection and approval of the MBIT. Any materials that in the opinion of the MBIT do not comply with the Contract Documents will be rejected and shall be immediately removed from the site. Any workmanship that in the opinion of the MBIT does not comply with the Contract Documents shall be stopped at once, and corrective measures shall be instituted at once.
- 9.2.8 For a Project with multiple prime contractors, all Contractors are responsible for the coordination and integration of their respective scopes of Work. The General Trades Contractor is responsible for making all coordination decisions not mutually agreed upon by affected Contractors. The Owner and its consultants or agents shall not be liable for any costs incurred by an Contractor due to failure of Contractors to coordinate and integrate their Work or due to any delays in the Work. If a Contractor causes damages or additional costs to another Contractor (including by causing delays, interferences, hindrances, loss of efficiencies or acceleration of Work), an adversely impacted Contractor will have a third-party beneficiary claim for legal action against the responsible Contractor. All Contractors acknowledge and accept the right of other Contractors to bring such third-party beneficiary claims, waive any privity of contract defense against such claims, and agree not to include the Owner its professional consultants or agents as parties in any such legal action.
- 9.2.9 Contractor shall not assign its duties under this Agreement without the express written approval of Owner’s Board of Directors.

Add Subparagraphs 9.3.4 through 9.3.7 as set forth below:

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

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- 9.3.5 Should the Owner object in writing to any personnel of Contractor or any Subcontractor, such person shall not perform services on the Project, and there shall be no change in the Contract Sum as a result of such objection.
- 9.3.6 The Contractor shall assign an on-site Superintendent for the project, who shall not be replaced so long as the Superintendent remains in the Contractor's employment without written consent by the Owner, and who shall be replaced without any change in the Contract Sum if the Owner, in its discretion, so requires.
- 9.3.7 Background Check Requirements (Act 34 and Act 151) and Employment History Review

For any employee or other representative of the Contractor or its subcontractors who enters the work site, the Contractor shall provide the MBIT originals (or notarized copies satisfactory to the Owner) of criminal record and child abuse background check reports, and shall to the extent required by School Code § 111.1 obtain an employment history review. When an original background check report is provided, the MBIT will copy and return the original to the Contractor. The reports must be provided before any employee or other representative of the Contractor or its subcontractors enters the work site. Failure to comply with these requirements is a breach of the contract between the Contractor and the MBIT, will result in withholding of contract payments, and may result in assessment of a penalty under applicable law. The Contractor is responsible for ensuring compliance with these requirements by all its subcontractors. Required reports include criminal history record information from the Pennsylvania state police and FBI pursuant to the School Code, 24 P.S. § 1-111 (Act 34). Such criminal history record information shall be no more than five-years old. As to child abuse reports, the Contractor must provide for all such individuals an official clearance statement pursuant to the Child Protective Services Law, 23 Pa. C.S.A. § 6355 (Act 151). Such child abuse information shall be no more than five-years old.

- 9.4 In Paragraph 9.4, end the second sentence after the words "free from defects" and delete the remainder of the sentence.

Add Subparagraph 9.5.1 as set forth below:

- 9.5.1 The Contractor shall claim tax exemptions for items that are tax exempt. The Contractor assigns to the Owner the right to collect any refund of taxes that are paid on tax exempt items.
- 9.6.2 In Subparagraph 9.6.2 add "or having reason to know" after "knowing" in the second sentence.

Add Subparagraph 9.6.3 as set forth below:

- 9.6.3 The Contractor is responsible for performing or coordinating proper inspections of the Work in accordance with federal, state and local statutes, codes and regulations.

- 9.8.2 In Subparagraph 9.8.2, add the following to the end: “, and in accordance with time limits in the Contract Documents.”
- 9.13 In Subparagraph 9.13, add the following as a new second sentence: “Representatives of governmental agencies responsible to inspect the Work shall have access at all reasonable times for such inspections, and the Contractor shall provide proper facilities for such access and inspection.”
- 9.15.1 Delete from the first sentence of Subparagraph 9.15.1 the following: “provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself),”

ARTICLE 11 – SUBCONTRACTORS

- 11.2 In Paragraph 11.2, delete the word “reasonable” from the second sentence and delete the third sentence in its entirety.

ARTICLE 13 – CHANGES IN THE WORK

Add the following Subparagraphs 13.2.1 through 13.2.4 to Paragraph 13.2 as follows:

- 13.2.1 Labor. Labor costs shall include the certified Base Prevailing Wage Rate (or the base wage rate if the Prevailing Wage Act is not applicable to the Project), plus actual fringe benefits per wage determination plus 25% for FICA, SUTA, FUTA and Workers' Compensation. No costs beyond those listed will be considered. Total labor cost for the Contractor's employees shall be this cost plus a mark-up of 15% for overhead and profit. This mark-up includes all overhead, including supervisory personnel, estimators, staff, office time, etc.
- 13.2.2. Material, Supplies and Equipment: Costs shall be the invoice cost, plus sales tax, plus a mark-up of 10% for overhead and profit.
- 13.2.3 Bonds and Insurance: Costs shall be submitted without mark-up.
- 13.2.4 Overhead and Profit on Subcontractor Labor: For work performed by a Subcontractor, the Contractor's cost shall be limited to the total Subcontractor's invoice plus a mark-up of 5% for the Contractor's overhead and profit. Subcontractors' invoice for hourly wages and material costs must be in accordance with the above definitions.

- 13.4 Delete Paragraph 13.4 in its entirety.

ARTICLE 14 – TIME

- 14.4 In Paragraph 14.4, insert “and approved by the Owner” after “Architect”

Replace Paragraph 14.5 in its entirety with the following

- 14.5 In the event of Project delay that the Owner determines in its discretion to be beyond the reasonable control or anticipation of the Contractor, the Owner may approve a Change Order extending the Contract Time. The Contractor shall not, though, assert any claim for additional payment due to, relating to or arising from Project delay. Should the Contractor violate this provision and assert a claim for additional payment due to, relating to or arising from Project delay, the Contractor shall be liable to the Owner for any costs incurred by the Owner (including fees charged to the Owner by attorneys, architects or other consultants of the Owner) associated with defending against such claim. See Subparagraph 9.2.7 for the right of Contractors to pursue third-party beneficiary claims against other Contractors causing Project delay.

ARTICLE 15 – PAYMENTS AND COMPLETION

Delete Subparagraph 15.2 on “Control Estimate” in its entirety.

Add Subparagraph 15.3.5 as follows:

- 15.3.5 Payments shall be made in accordance with Article 4 of this Agreement, subject to the retainage set forth in the Commonwealth Procurement Code, 62 Pa. C.S.A. Section 3921. Until 50% of the Work is completed, the Owner will pay 90% of the amount due the Contractor on account of monthly progress payments. When the Work is 50% completed and a request in writing from the Contractor has been submitted, the Architect and the Owner will consider a reduction of Retainage to 5%. Along with the written request the Contractor shall submit Consent of Surety to Reduction in Retainage, form AIA G707A (or other form acceptable to the Owner). However, at all times retainage may be increased from the above amounts by the Owner in its sole discretion, if it believes additional retainage is appropriate to protect the Owner from potential financial loss or risk based upon any reasons identified in Subparagraph 15.4.3.

- 15.4.2 In Subparagraph 15.4.2, in the second sentence, after “upon” insert “or after” and replace “minor deviations from the Contract Documents prior to completion” with “deviations from the Contract Documents”

- 15.4.3. In Subparagraph 15.4.3, make the following changes:

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

In the fourth sentence, after “The Architect may also withhold a Certificate for Payment” insert “and the Owner may also disapprove a Certificate for Payment” and after “the Architect’s” add “or the Owner’s”

In Subparagraph 15.4.3.2, replace “reasonable evidence indicating probable filing of such claims” with “directly or impliedly threatened”

In Subparagraph 15.4.3.4, delete the word “reasonable”

In Subparagraph 15.4.3.6, delete the word “reasonable”

In Subparagraph 15.4.3.7, delete the word "repeated"

Add the Subparagraph 15.4.5 as follows:

15.4.5 The Contractor may not stop or delay Work or terminate the Contract because the Architect withholds certifications for an Application for Payment in whole or in part.

15.5.1 At the end of Subparagraph 15.5.1, add the following:

The Contractor shall comply with the Pennsylvania Contractor and Subcontractor Payment Act.

15.6.3 In Subparagraph 15.6.3, after the initial use of “which” in the second sentence, insert “, if approved by the Owner,”

15.6.4 In Subparagraph 15.6.4, replace “if any,” with “if required by the Owner,”

15.7.2 In Subparagraph 15.7.2, in the first sentence insert “the Owner has approved such payment and” after “until”

Delete Subparagraph 15.7.3 in its entirety and replace with the following:

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

ARTICLE 17 – INSURANCE AND BONDS

Add Subparagraphs 17.1.1.1 through 17.1.1.3 as set forth below

17.1.1.1 In addition to the foregoing requirements, all insurance policies and bonds required for this Project shall be issued by companies with an A.M. Best Financial Strength rating of at least A-.

17.1.1.2 Certificates of Insurance acceptable to the Owner and on forms approved by the Insurance Commissioner of the Commonwealth of Pennsylvania shall be filed with the Owner prior to commencement of the Work. The Certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced or non-renewed unless at least thirty (30) days prior written notice has been given to the Owner. Except for Workers' Compensation Insurance, the Owner shall be named with respect to the Project as an additional insured on all insurance. The Contractor shall furnish to the Architect copies of all endorsements that are subsequently issued amending coverage or limits.

17.1.1.3 During the term of the Contract, and for Comprehensive General Liability and Excess Liability for one year after the completion of the Work, the Contractor and each

Subcontractor shall, at their own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner.

Workers' Compensation and Employer's Liability

Amounts and coverage as required by Law and the Excess (Umbrella) Liability Insurance Company.

Comprehensive General Liability

Including coverage for premises, operations, independent contractors, elevators, contractual liability, products, completed operations, Broad Form property damage, explosion, collapse, and underground property damage, personal injury. No deductible permitted. Coverage amount limit shall be a minimum of one million dollars (\$1,000,000.00).

Excess (Umbrella) Liability Insurance

Bodily Injury and Property Damage following the form of the aforementioned Comprehensive General Liability, Comprehensive Automobile Liability, and Employer's Liability. Coverage amount limit shall be a minimum of two million dollars (\$2,000,000.00) Bodily Injury and Property Damage combined. No deductible permitted. No "gaps" permitted between primary and excess coverage.

The Owner shall be named as Certificate Holder. The Owner and Architect shall be named as Additional Insured under this policy for this Project.

Delete Subparagraphs 17.1.2 through 17.1.9 in their entirety.

Delete Paragraph 17.2 (including Subparagraphs 17.2.1 through 17.2.3) in its entirety and replace it with the following:

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

17.3.1 Add the following to the end of Subparagraph 17.3.1:

The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, in forms required by the Owner, within five (5) days of receiving notice of the intent to award the bid to the Contractor.

ARTICLE 18 – CORRECTION OF WORK

18.1 End the second sentence of Paragraph 18.1 after the words “at the Contractor’s expense” and delete the remainder of the sentence.

18.2 In Paragraph 18.2, replace “within one year” with “anytime” in the first sentence, and delete the second and third sentences.

18.4 Delete Paragraph 18.4 in its entirety.

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18.5 Delete Paragraph 18.5 in its entirety.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

Add the following Paragraph 19.7:

19.7 No cash allowances are included in this Project.

Add the following Paragraph 19.8:

19.8 The Contractor shall comply with the Employment Verification Act, as follows:

- (1) The Pennsylvania Public Works Employment Verification Act (43 P.S. §§ 167.1-167.11) requires Contractors and Subcontractors performing work on “public works projects” to comply with federal employment eligibility requirements, including verification through the U.S. Department of Homeland Security’s E-Verify program which compares I-9 employment verification data to data from the Department of Homeland Security and Social Security Administration records, in order to confirm that employees are authorized to work in the United States.
- (2) All Contractors shall submit a “Public Works Employment Verification Form” to the Owner through the Architect at the same time when performance and payments bonds are submitted. Submission of this form is a precondition of the Contract being awarded and executed. These requirements apply to all employees hired by the Contractor or Subcontractor regardless of whether the employee will be working onsite or offsite.
- (3) Subcontracts between the Contractor and its Subcontractors or between any Subcontractor and its Subcontractors are required to contain notification of applicability of the Act, the requirement to provide a “Public Works Employment Verification Form” as stated under number 4 below, and reference to the Department of General Services website as stated under item number 6 below.
- (4) All Subcontractors shall submit a “Public Works Employment Verification Form” to the Contractor, who shall submit the form to the Owner through the Architect prior to the Subcontractor beginning either onsite or offsite work. Submission of this form shall be a precondition of the Subcontract remaining in force, and the Contractor shall terminate the Subcontract if the Subcontractor does not comply. These requirements apply to all employees hired by the Subcontractor regardless of whether the employee will be working onsite or offsite. “Subcontractor” includes any entity that performs work on the project other than the prime Contractor and other than an individual. The term does not include an entity that is solely a material supplier for the project.
- (5) The Contractor or Subcontractor shall be responsible for any penalties imposed for failure to comply with this Act.
- (6) Contractors and Subcontractors may access the form at www.dgs.state.pa.us. The Chapter 66 Guidelines may be located at <http://www.pabulletin.com/secure/data/vol42/42-52/index.html>.

Add the following Paragraph 19.9:

19.9 The Contractor agrees to comply with the Pennsylvania Human Relations Act, 43 P.S. § 951, et. seq., which prohibits discrimination in employment on account of race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap, disability or use of guide of support animal, and to comply with the additional non-discrimination provisions applicable to public works in Pennsylvania, 62 Pa. C.S. § 3701:

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

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

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

Add the following Paragraph 19.10:

19.10 If the Work includes the installation of steel, steel products or steel machinery and equipment, the Contractor shall comply with Pennsylvania's Steel Product Procurement Act, 73 P.S. § 1881, et seq., as amended, which requires that steel products produced in the United States be utilized in public works.

ARTICLE 20 – TERMINATION OF THE CONTRACT

20.1 Delete Paragraph 20.1 in its entirety.

20.2 Change Subparagraph 20.2 as follows:

In Subparagraph 20.2.1.1, delete "repeatedly"

In Subparagraph 20.2.1.3, delete "repeatedly"

In Subparagraph 20.2.1.4, delete "substantial"

20.2.2 In Subparagraph 20.2.2, change "seven" to "five."

20.3 In Paragraph 20.3, end the second sentence after the words "payment for Work executed" and delete the remainder of that sentence.

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ARTICLE 21 – CLAIMS AND DISPUTES

21.1 In Subparagraph 21.1, delete the second sentence.

21.2 Replace Subparagraph 21.2 with the following:

21.2 The Contractor shall provide written notice to the Owner of any claim within 21 days of becoming aware of the circumstances giving rise to the claim.

Delete Subparagraph 21.3 in its entirety.

Replace Subparagraphs 21.5 through 21.9 in their entirety with Subparagraph 21.5 as set forth below:

21.5 Any controversy, dispute or Claim arising hereunder that is not resolved to the satisfaction of all parties by the Architect shall be resolved by binding arbitration only if arbitration is selected by the Owner, pursuant to the rules of the American Arbitration Association. In the absence of such selection by the Owner, any controversy, dispute or Claim arising out of or related to the Contract Documents, or the breach thereof, shall be settled by non-jury trial in the Court of Common Pleas in the county where the Project is located. All parties hereby consent to such jurisdiction and venue and irrevocably waive any right to a jury trial.

Replace Paragraph 21.11 in its entirety with the following:

21.11 The Contractor waives any claim for consequential damages arising out of or relating to the Contract Documents or from any breach or violation thereof.

G – PERFORMANCE BOND

Bond No.: _____

Amount: \$ _____

_____, as principal (the “Contractor”), and

_____, as surety (the “Surety”), are firmly bound to

MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY

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

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

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

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

2. The Contractor and Surety will be relieved of their obligations under this Bond if and when the Contractor shall perform all of its obligations under the Agreement and other Contract Documents.

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

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

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

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

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

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

6. This Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Contractor and the Surety to the

performance of the Contract Documents as so amended, and so as to increase the Bond amount by the increased contract price amount. The term "amendment," wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

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

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

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

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

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

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

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

(Individual Contractor)

WITNESS:

_____(SEAL)
Signature of Individual
Trading and Doing Business As

(Partnership Contractor)

WITNESS: _____
_____ Name of Partnership
By: _____ (SEAL)
Partner
By: _____ (SEAL)
Partner
By: _____ (SEAL)
Partner

(Corporation Contractor)

ATTEST: _____
_____ Name of Corporation
By: _____
(Vice) President

(Assistant) Secretary

(CORPORATE SEAL)

or (If Appropriate)

WITNESS: _____
_____ Name of Corporation
*By: _____
Authorized Representative

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

(Corporation Surety)

Name of Corporation

WITNESS:

**

Attorney-in-Fact

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

NON-COLLUSION AFFIDAVIT

**PARTIAL ROOF REPLACEMENT – SECTION D
MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY**

State of _____ :

:

:

County of _____ :

I state that I am _____ of
(Title)

(Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____(name of firm), its affiliates, subsidiaries, officers, directors and employees are not under investigation by any governmental agency, and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (explain any exceptions):

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY of the true facts relating to the submission of bids for this contract.

(Signature, Name & Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20__.

(Notary Public)

PARTIAL ROOF REPLACEMENT
ROOF AREAS J & M

Bidding Contractor's Name

Date

SECTION 00300 – FORM OF PROPOSAL

Mr. Richard Hansen, Facilities Manager
Middle Bucks Institute of Technology
2740 York Road
Jamison, PA 18929

RE: Middle Bucks Area Vocational - Technical School Authority
Site: Middle Bucks Institute of Technology
Partial Roof Replacement
Roof Areas J & M

In compliance with the Instructions to Bidders and having carefully examined the Conditions of the Contract, Specifications, Drawings and Addenda number(s) _____ (Bidder shall insert Addenda number(s); if none, so state) and having carefully examined the site and all conditions affecting the work, the undersigned hereby proposes to furnish all labor, materials, equipment and tools required to complete all work required by and in accordance with the above named documents for the following prices stated below:

1. BASE BID – Partial Roof System Replacement, Roof Areas J & M – Approximately XXXXX +/- square feet: Bidder agrees to furnish all labor, materials, and equipment, and to perform all work indicated in the Bid Documents, including but not limited to the following items, for the lump sum price of:
 - a. Removal of all loose gravel by power brooming and power vacuuming the entire roof surface prior to installation of new insulation materials.
 - b. Removal and disposal of existing wall and curb flashings as required by the selected roof system manufacturer.
 - c. Removal and disposal of existing metal flashing and coping metals.
 - d. Furnish and install new 1.5-inch polyisocyanurate roof insulation (mechanically attached)
 - e. Furnish and install new .060 minimum thickness reinforced mechanically attached EPDM single ply roof membrane.
 - f. Furnish and install new pre-engineered perimeter edge metals / coping metals throughout the project.
 - g. Furnish Manufacturer's 20-year No Dollar Limit watertight roof system warranty.
 - h. Furnish Manufacturer's 20-year puncture resistant roof membrane warranty.
 - i. Furnish Contractor's 2-year watertight roof system warranty.

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY
2740 YORK ROAD
JAMISON, PA



PARTIAL ROOF REPLACEMENT
ROOF AREAS J & M

Bidding Contractor's Name

Date

- j. All work shall be completed utilizing Prevailing Wage Labor Rates as outlined in the contract documents.

BID PRICE INSTALLED Roof Areas J & M – XXXXX SF +/- \$ _____ /square foot

_____ \$ _____ /

Memo only Total Lump Sum Base Bid Amount

2. UNIT PRICES: Unit pricing shall be used in determining additions to or deductions from the bid contract amounts in the event of changes due to unforeseen conditions in the work, proposals by the Contractor, or directives of the Owner. Note: Unreasonable unit price bids can cause rejection of the entire bid. All unit price items must be properly documented and approved prior to work being performed to be considered for payment.

2.1 Installed price per square foot for treatment of surface corrosion on the existing metal deck. Wire brush, cleaning and painting the metal deck with Sherwin Williams B66W1 DTM (8 mil. Wet thickness – spray applied). Unit pricing for treatment of surface corrosion shall be used as an **ADD** to the Base Bid.

Metal deck treatment \$ _____ /per square foot

2.2 Installed price per square foot for total removal and replacement of deteriorated metal roof deck to match existing gauge and configuration. Unit pricing for metal deck replacement shall be used as an **ADD** to the Base Bid.

Metal deck replacement \$ _____ /per square foot

2.3 Installed price per square foot for installation of 22 gauge galvanized deck overlay metal. Unit pricing for metal deck overlay shall be used as an **ADD** to the Base Bid.

22 gauge overlay metal \$ _____ /per square foot

PARTIAL ROOF REPLACEMENT
ROOF AREAS J & M

Bidding Contractor's Name

Date

Note: Overlay metal deck shall only be installed over areas of decking previously painted with Sherwin Williams B66W1 DTM and shall be determined by the Owner's on-site representative and contractor's project superintendent.

- 2.4 Installed price per square foot for removal and replacement of wet/deteriorated existing roof insulation with new polyisocyanurate roof insulation to match the thickness of the existing roof system composition. This price to be used as an **add/deduct** from the amount used in the lump sum base bid. A total of 975 square feet of wet insulation removal and replacement is included in the above pricing for roof area F (550 sf) and roof area I (425 sf).

Wet insulation replacement \$ _____/per square foot

- 2.5 Installed price per linear foot for treated wood blocking to replace deteriorated, as required. Unit pricing for deteriorated wood blocking replacement shall be used as an **ADD** to the Base Bid.

a. 1" x 4" \$ _____/linear foot

b. 2" x 4" \$ _____/linear foot

c. 2" x 6" \$ _____/linear foot

d. 2" x 8" \$ _____/linear foot

e. 2" x 10" \$ _____/linear foot

Note: All unit price work shall require photographic documentation which shall include a date on the item photographed.

3. PROJECT TIMETABLE:

3.1 If awarded this project, Work will begin on _____, 2021,

3.2 If awarded this project, Work will be substantially complete by _____, 2021.

3.3 If awarded this project, Work will be 100% complete by _____, 2021.

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JAMISON, PA



PARTIAL ROOF REPLACEMENT
ROOF AREAS J & M

Bidding Contractor's Name

Date

4. CHANGE ORDERS

Approved Change Orders reflecting work not covered by the base bid or unit prices shall be reimbursed to the Contractor as follows.

Labor. Labor costs shall include the certified Base Prevailing Wage Rate (or the base wage rate if the Prevailing Wage Act is not applicable to the Project), plus actual fringe benefits per wage determination plus 25% for FICA, SUTA, FUTA and Workers' Compensation. No costs beyond those listed will be considered. Total labor cost for the Contractor's employees shall be this cost plus a mark-up of 15% for overhead and profit. This mark-up includes all overhead, including supervisory personnel, estimators, staff, office time, etc.

Material, Supplies and Equipment: Costs shall be the invoice cost, plus sales tax, plus a mark-up of 10% for overhead and profit.

Bonds and Insurance: Costs shall be submitted without mark-up.

Overhead and Profit on Subcontractor Labor: For work performed by a Subcontractor, the Contractor's cost shall be limited to the total Subcontractor's invoice plus a mark-up of 5% for the Contractor's overhead and profit. Subcontractors' invoice for hourly wages and material costs must be in accordance with the above definitions.

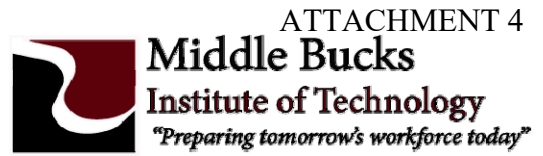
No Change Order work shall be undertaken without the prior written approval of the Owner.

The undersigned understands and agrees to comply with and be bound by the Contract Documents issued for this project. The undersigned must be an officer of the company and be authorized to obligate the company in every way.

The undersigned acknowledges receipt of Pre-Bid Minutes dated _____ and Addendum Numbers _____.

Included in this bid offer are all applicable city, county, state, federal sales taxes and/or applicable taxes and all costs associated with all inspections and reports that may be required for completion of the work.

MIDDLE BUCKS INSTITUTE OF TECHNOLOGY
2740 YORK ROAD
JAMISON, PA



PARTIAL ROOF REPLACEMENT
ROOF AREAS J & M

Bidding Contractor's Name

Date

Respectfully Submitted:

Company

() -
Telephone

By Title Email Address

Business Address, City, State, and Zip Code

If a Corporation:

President

Treasurer

Corporation in the State of _____ (Seal)

END OF SECTION 00300 - FORM OF PROPOSAL

B. INSTRUCTIONS TO BIDDERS

This bid package was prepared on behalf of Middle Bucks Area Vocational-Technical School Authority (hereinafter referred to as the “Authority,” the “MBIT” or “Owner”). The bid package includes the following documents, which along with any addenda issued by Owner before the opening of bids, and any Change Orders or Construction Change Directives after entering this Agreement, shall be the “Contract Documents” governing the bidding and contracting for this project:

- A. **Omnia Partners Member ID: 1114231**
- B. Instructions to Bidders
- C. Agreement with Contractor
- D. Amendments to AIA Document A104 – 2017
- E. Copy of AIA Document A104 – 2017
- F. Form of Payment Bond, AIA Document A312 – 2010
- G. Form of Performance Bond
- H. Instructions for Non-Collusion Affidavit and Non-Collusion Affidavit
- I. Description of Work and Technical Specifications [**To be provided by district/consultant**]
- J. Drawings [**To be provided by consultant; if applicable**]
- K. Bid Form [**To be provided by district/consultant/attorney**]
- L. Prevailing Wage Rate Information

Prospective bidders are advised that this project *will be* subject to provisions of the Pennsylvania Prevailing Wage Act.

The following rules and procedures shall apply to bidding:

1. Bids must be submitted on the Bid Form supplied by the Authority. Each bid must be delivered to the Business Department of Middle Bucks Institute of Technology (MBIT), located at 2740 York Road, Jamison, PA, prior to noon on July 8, 2021. This is the responsibility of the bidder. Bids received after the time set for bid opening, even if postmarked earlier, will not receive consideration. Bids will not be accepted by facsimile.
2. Bids shall be submitted sealed in an envelope that displays clearly the name of the project in question, the bid date and the time of bid opening.
3. All bids submitted must be typewritten or legibly written in ink, and must be signed by the bidder on the Bid Form supplied as part of this bid. Bids altered in any way will not be accepted (i.e. erasures, white out, etc.).
4. Bidders for construction projects shall visit the site to familiarize themselves with the work and all job conditions related to the work and attend mandatory pre-bid meeting. In submitting a bid, a bidder represents that it has carefully examined the plans, specifications and site of the work and that from its own investigation it has satisfied itself as to the nature and location of the work, the character, quality and quantity of surface and sub-surface materials likely to be encountered, the character of equipment

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and other facilities needed for performance of the work, the general and local conditions, and all other matters which may, in any way, effect the work or its performance.

5. Each bid shall be accompanied by bid security in the amount of 10% of the base bid, utilizing the AIA Document A310 – 2010 bid bond form, or utilizing a bank cashier or Treasurer’s check payable to Middle Bucks Area Vocational-Technical School Authority.
6. A payment bond covering 100% of the contract amount utilizing the AIA Document A312 – 2010 payment bond form, and a performance bond covering 100% of the contract amount utilizing the form included with this bid package, will be required before entering into a contract with the Owner, and within five (5) days of receiving a notice of intention to award a contract.
7. Additional rules governing bids:
 - a. Unless permitted by 73 P.S. § 1602 to withdraw a bid within two business days after the bid opening date due to a clerical mistake as opposed to a judgment mistake, no bid may be withdrawn before the expiration of sixty (60) days from the date established for the opening of the bids, or before the expiration of one hundred twenty (120) days in the event the award of bids is delayed by the required approval of another government agency, the sale of bonds or the award of grants.. All bids shall remain valid and acceptable for the foregoing length of time. This time may be extended by the mutual consent of the bidder and the Authority.
 - b. Bids will be publicly opened on the date, at the location and commencing at the time stated above. Bidders or their authorized agents may be present.
 - c. The Authority reserves the right to reject any or all bids, and to waive any bid irregularities as permitted under Pennsylvania law.
 - d. The bidder must demonstrate a successful track record in the performance of like work or the supplying of like product. **Four references** including name, address, telephone number, contact person, and scope of product or service provided are to be submitted with the Bid Form. In addition, before any award is made, the Authority may require satisfactory evidence to show that the bidder is a responsible bidder as contemplated under Pennsylvania law.
 - e. The bid shall include all costs to install the work by the bidder. Any damage to the Authority’s building(s) or equipment caused by the bidder shall be the responsibility of the bidder.
 - f. The Non-Collusion Affidavit included in this bid package must be completed and submitted with the bid.

C - AGREEMENT WITH CONTRACTOR

MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY

This is an agreement (the “Agreement”) dated _____,
between Middle Bucks Area Vocational-Technical School Authority, 2740 York Road, Jamison,
Pennsylvania (“Owner”) and the following trade contractor,
_____ (“Contractor”), for Contractor to
perform work on a construction project for Owner.

In exchange for the consideration identified herein, and intending to be legally bound,
Owner and Contractor agree that this Agreement incorporates the terms of AIA Document A104
– 2017 (Standard Abbreviated Form of Agreement Between Owner and Contractor), as amended
in accordance with the terms below.

The specifics of this Agreement are as follows:

1. Project name: MBIT NORTH PLAZA CONCRETE PROJECT
2. Type of work to be performed by Contractor (general trades, electrical, plumbing,
HVAC, etc.): _____
3. Architect (or other consultant who shall be perform duties assigned to the “Architect”):
Roof Consulting Services, Inc. & Roof Connect
4. Contract sum: _____
5. By signing below, Owner and Contractor agree to the terms of AIA Document A104 –
2017, and the following Amendments thereto:

For Contractor (name and title): _____

For Owner (Authority Chairman/Vice-Chairman) _____

D - AMENDMENTS TO AIA DOCUMENT A104 – 2017

MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY

PROJECT NAME: MBIT NORTH PLAZA CONCRETE PROJECT

These amendments contain modification of and additions to AIA Document A104 – 2017, "Standard Abbreviated Form of Agreement Between Owner and Contractor," for the Agreement to be entered into between Middle Bucks Area Vocational-Technical School Authority (the "Authority," the "MBIT" or the "Owner") and the Contractor.

If no specific Architect is identified in the Agreement, the Owner or its designee shall perform activities assigned to the Architect in AIA Document A104 – 2017 and in these amendments thereto.

ARTICLE 2 – DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

Add Subparagraphs 2.3.4 and 2.3.5, as set forth below:

2.3.4 The Contractor acknowledges that time is of the essence to achieve Substantial Completion of the Work by **October 31, 2021** and Final Completion of the Work by **December 15, 2021**. The Contractor agrees that all Work shall be executed diligently with trained workers in sufficient number and at a rate of progress that the Contractor meets these deadlines. The Contractor shall prepare and provide the Owner a project schedule identifying how the Contractor plans to meet these deadlines within one week of signing a written agreement with the Owner, and shall update such schedule during the course of the Work whenever the schedule changes or upon request of the Owner for an updated schedule.

2.3.5 Should the Contractor fail to meet the Substantial Completion deadline, unless the deadline is extended as provided in the Contract Documents, the Contractor (and the Contractor's Surety) shall be liable for and shall pay to the Owner the sum of **\$1,000 US Dollars** as liquidated damages for each calendar day until the Work has reached Substantial Completion. The Owner's right to receive liquidated damages shall be in addition to all other rights and remedies available to the Owner at law or in equity. The Contractor agrees that such daily amount of liquidated damages is a fair and reasonable pre-estimate of loss and does not constitute a penalty, agrees not to challenge such daily amount and agrees to pay the Owner's legal fees in the event of such challenge.

ARTICLE 4 – PAYMENTS

Replace Subparagraph 4.1 in its entirety (including Subparagraphs 4.1.1 through 4.1.5) with the following:

4.1. Based upon Applications for Payment submitted by the Contractor, certified by the Architect and approved by the Owner, the Owner shall make payments to the Contractor within ten (10) days of approval by the Owner's Board of Directors.

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4.2.2 Add the following after “or as follows:”

Final payment shall be made within 10 days of approval by the Owner’s Board of Directors.

ARTICLE 5 – DISPUTE RESOLUTION

Replace Subparagraph 5.1 in its entirety with the following:

5.1. Binding dispute resolution shall be by arbitration at the sole option of the Owner, pursuant to the rules of the American Arbitration Association, or otherwise by bench trial (no jury) in the Court of Common Pleas for the County in which the Project is located.

ARTICLE 7 – GENERAL PROVISIONS

Add Subparagraphs 7.1.1, 7.1.2 and 7.1.3 as follows:

- 7.1.1 Where the Contract Documents do not identify specific quality or standards for materials or workmanship, such Work is to be of good quality and fit for the intended use and purpose thereof.
- 7.1.2 Any indication or notation applicable to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes, except where a contrary result is indicated by the Contract Documents.
- 7.1.3 Any inconsistencies between different provisions of the Contract Documents shall be construed in the manner that provides the greatest value or betterment to the Owner.

Add the following to the end of Subparagraph 7.5.1:

7.5.1 [added] The Contractor shall be entitled to receive without charge five (5) sets of prime Contract Documents and one (1) set of documents for each other prime Contract (if any).

Replace subparagraph 7.9 in its entirety with the following:

7.9 Where the Contract Documents require that written notice be given between parties, written notice shall be effectuated upon delivery in person, by mail, by any delivery service, by facsimile, or by email.

ARTICLE 8 – OWNER

Delete Subparagraph 8.1.1 in its entirety.

Replace Subparagraphs 8.1.2 and 8.1.3 in their entirety with Subparagraph 8.1.2 as follows:

8.1.2 The Owner shall not be responsible to furnish surveys of the Project site or utility locations for the Project site. The Contractors shall have no claims for surface or subsurface conditions, whether unforeseen, foreseen, or foreseeable. The Contractor shall exercise special care in executing subsurface work in proximity of subsurface utilities, improvements and easements.

8.2 In Paragraph 8.2, delete the word "repeatedly."

Replace Subparagraph 8.3 in its entirety with the following:

8.3 If the Contractor defaults or neglects to carry of the Work in accordance with the Contract Documents, and/or fails within a five-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner, without prejudice to any other remedy the Owner may have, may correct such deficiencies and may collect the reasonable cost thereof, including the Owner's expenses for related legal services, Architect services or other services, from the payment then or thereafter due the Contractor.

Add Paragraph 8.4 as set forth below:

8.4 Owner's rights set forth in Paragraph 8.2 and 8.3 shall be in addition to all other rights of the Owner established in the Contract Documents, at law or in equity.

ARTICLE 9 – CONTRACTOR

Replace Subparagraph 9.1.1 in its entirety with the following:

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

Add Subparagraphs 9.2.3 through 9.2.9 as set forth below:

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

9.2.4 Standard of Quality; The various materials and products specified in the specifications by name or description are given to establish a standard of quality and of cost for bid purposes. It is generally the intent to describe the minimum standard, and not to limit the

bidder to any one material or product. However, where “no substitutions” are identified or where proprietary names are used, the Contractor must provide the specified project for compliance with the Owner’s requirements.

- 9.2.5 The Contractor shall abide by all federal, state and local legal requirements applicable to this project, including requirements imposed by statute, regulation, code, ordinance, administrative rule or by order of any court or administrative agency. This includes, but is not limited to, requirements governing health, safety, labor and environmental protection. Among other things, the Contractor shall submit an MSDS form (or other required form) and proper labeling to the Architect in advance of each chemical being used.
- 9.2.6 The Contractor shall perform its Work in a manner to interfere as little as possible with the normal conduct of school activities, using its best efforts to protect the safety of students, employees and MBIT property. No interruption to, or interference with, any of the services such as heating, lighting, plumbing, etc., together with all normal means of ingress and egress to buildings and property will be allowed without express permission of the MBIT.
- 9.2.7 The Contractor’s Work shall be at all times subject to the inspection and approval of the MBIT. Any materials that in the opinion of the MBIT do not comply with the Contract Documents will be rejected and shall be immediately removed from the site. Any workmanship that in the opinion of the MBIT does not comply with the Contract Documents shall be stopped at once, and corrective measures shall be instituted at once.
- 9.2.8 For a Project with multiple prime contractors, all Contractors are responsible for the coordination and integration of their respective scopes of Work. The General Trades Contractor is responsible for making all coordination decisions not mutually agreed upon by affected Contractors. The Owner and its consultants or agents shall not be liable for any costs incurred by an Contractor due to failure of Contractors to coordinate and integrate their Work or due to any delays in the Work. If a Contractor causes damages or additional costs to another Contractor (including by causing delays, interferences, hindrances, loss of efficiencies or acceleration of Work), an adversely impacted Contractor will have a third-party beneficiary claim for legal action against the responsible Contractor. All Contractors acknowledge and accept the right of other Contractors to bring such third-party beneficiary claims, waive any privity of contract defense against such claims, and agree not to include the Owner its professional consultants or agents as parties in any such legal action.
- 9.2.9 Contractor shall not assign its duties under this Agreement without the express written approval of Owner’s Board of Directors.

Add Subparagraphs 9.3.4 through 9.3.7 as set forth below:

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

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- 9.3.5 Should the Owner object in writing to any personnel of Contractor or any Subcontractor, such person shall not perform services on the Project, and there shall be no change in the Contract Sum as a result of such objection.
- 9.3.6 The Contractor shall assign an on-site Superintendent for the project, who shall not be replaced so long as the Superintendent remains in the Contractor's employment without written consent by the Owner, and who shall be replaced without any change in the Contract Sum if the Owner, in its discretion, so requires.
- 9.3.7 Background Check Requirements (Act 34 and Act 151) and Employment History Review

For any employee or other representative of the Contractor or its subcontractors who enters the work site, the Contractor shall provide the MBIT originals (or notarized copies satisfactory to the Owner) of criminal record and child abuse background check reports, and shall to the extent required by School Code § 111.1 obtain an employment history review. When an original background check report is provided, the MBIT will copy and return the original to the Contractor. The reports must be provided before any employee or other representative of the Contractor or its subcontractors enters the work site. Failure to comply with these requirements is a breach of the contract between the Contractor and the MBIT, will result in withholding of contract payments, and may result in assessment of a penalty under applicable law. The Contractor is responsible for ensuring compliance with these requirements by all its subcontractors. Required reports include criminal history record information from the Pennsylvania state police and FBI pursuant to the School Code, 24 P.S. § 1-111 (Act 34). Such criminal history record information shall be no more than five-years old. As to child abuse reports, the Contractor must provide for all such individuals an official clearance statement pursuant to the Child Protective Services Law, 23 Pa. C.S.A. § 6355 (Act 151). Such child abuse information shall be no more than five-years old.

- 9.4 In Paragraph 9.4, end the second sentence after the words "free from defects" and delete the remainder of the sentence.

Add Subparagraph 9.5.1 as set forth below:

- 9.5.1 The Contractor shall claim tax exemptions for items that are tax exempt. The Contractor assigns to the Owner the right to collect any refund of taxes that are paid on tax exempt items.
- 9.6.2 In Subparagraph 9.6.2 add "or having reason to know" after "knowing" in the second sentence.

Add Subparagraph 9.6.3 as set forth below:

- 9.6.3 The Contractor is responsible for performing or coordinating proper inspections of the Work in accordance with federal, state and local statutes, codes and regulations.

- 9.8.2 In Subparagraph 9.8.2, add the following to the end: “, and in accordance with time limits in the Contract Documents.”
- 9.13 In Subparagraph 9.13, add the following as a new second sentence: “Representatives of governmental agencies responsible to inspect the Work shall have access at all reasonable times for such inspections, and the Contractor shall provide proper facilities for such access and inspection.”
- 9.15.1 Delete from the first sentence of Subparagraph 9.15.1 the following: “provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself),”

ARTICLE 11 – SUBCONTRACTORS

- 11.2 In Paragraph 11.2, delete the word “reasonable” from the second sentence and delete the third sentence in its entirety.

ARTICLE 13 – CHANGES IN THE WORK

Add the following Subparagraphs 13.2.1 through 13.2.4 to Paragraph 13.2 as follows:

- 13.2.1 Labor. Labor costs shall include the certified Base Prevailing Wage Rate (or the base wage rate if the Prevailing Wage Act is not applicable to the Project), plus actual fringe benefits per wage determination plus 25% for FICA, SUTA, FUTA and Workers' Compensation. No costs beyond those listed will be considered. Total labor cost for the Contractor's employees shall be this cost plus a mark-up of 15% for overhead and profit. This mark-up includes all overhead, including supervisory personnel, estimators, staff, office time, etc.
- 13.2.2. Material, Supplies and Equipment: Costs shall be the invoice cost, plus sales tax, plus a mark-up of 10% for overhead and profit.
- 13.2.3 Bonds and Insurance: Costs shall be submitted without mark-up.
- 13.2.4 Overhead and Profit on Subcontractor Labor: For work performed by a Subcontractor, the Contractor's cost shall be limited to the total Subcontractor's invoice plus a mark-up of 5% for the Contractor's overhead and profit. Subcontractors' invoice for hourly wages and material costs must be in accordance with the above definitions.

- 13.4 Delete Paragraph 13.4 in its entirety.

ARTICLE 14 – TIME

- 14.4 In Paragraph 14.4, insert “and approved by the Owner” after “Architect”

Replace Paragraph 14.5 in its entirety with the following

- 14.5 In the event of Project delay that the Owner determines in its discretion to be beyond the reasonable control or anticipation of the Contractor, the Owner may approve a Change Order extending the Contract Time. The Contractor shall not, though, assert any claim for additional payment due to, relating to or arising from Project delay. Should the Contractor violate this provision and assert a claim for additional payment due to, relating to or arising from Project delay, the Contractor shall be liable to the Owner for any costs incurred by the Owner (including fees charged to the Owner by attorneys, architects or other consultants of the Owner) associated with defending against such claim. See Subparagraph 9.2.7 for the right of Contractors to pursue third-party beneficiary claims against other Contractors causing Project delay.

ARTICLE 15 – PAYMENTS AND COMPLETION

Delete Subparagraph 15.2 on “Control Estimate” in its entirety.

Add Subparagraph 15.3.5 as follows:

- 15.3.5 Payments shall be made in accordance with Article 4 of this Agreement, subject to the retainage set forth in the Commonwealth Procurement Code, 62 Pa. C.S.A. Section 3921. Until 50% of the Work is completed, the Owner will pay 90% of the amount due the Contractor on account of monthly progress payments. When the Work is 50% completed and a request in writing from the Contractor has been submitted, the Architect and the Owner will consider a reduction of Retainage to 5%. Along with the written request the Contractor shall submit Consent of Surety to Reduction in Retainage, form AIA G707A (or other form acceptable to the Owner). However, at all times retainage may be increased from the above amounts by the Owner in its sole discretion, if it believes additional retainage is appropriate to protect the Owner from potential financial loss or risk based upon any reasons identified in Subparagraph 15.4.3.

- 15.4.2 In Subparagraph 15.4.2, in the second sentence, after “upon” insert “or after” and replace “minor deviations from the Contract Documents prior to completion” with “deviations from the Contract Documents”

- 15.4.3. In Subparagraph 15.4.3, make the following changes:

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

In the fourth sentence, after “The Architect may also withhold a Certificate for Payment” insert “and the Owner may also disapprove a Certificate for Payment” and after “the Architect’s” add “or the Owner’s”

In Subparagraph 15.4.3.2, replace “reasonable evidence indicating probable filing of such claims” with “directly or impliedly threatened”

In Subparagraph 15.4.3.4, delete the word “reasonable”

In Subparagraph 15.4.3.6, delete the word “reasonable”

In Subparagraph 15.4.3.7, delete the word "repeated"

Add the Subparagraph 15.4.5 as follows:

15.4.5 The Contractor may not stop or delay Work or terminate the Contract because the Architect withholds certifications for an Application for Payment in whole or in part.

15.5.1 At the end of Subparagraph 15.5.1, add the following:

The Contractor shall comply with the Pennsylvania Contractor and Subcontractor Payment Act.

15.6.3 In Subparagraph 15.6.3, after the initial use of “which” in the second sentence, insert “, if approved by the Owner,”

15.6.4 In Subparagraph 15.6.4, replace “if any,” with “if required by the Owner,”

15.7.2 In Subparagraph 15.7.2, in the first sentence insert “the Owner has approved such payment and” after “until”

Delete Subparagraph 15.7.3 in its entirety and replace with the following:

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

ARTICLE 17 – INSURANCE AND BONDS

Add Subparagraphs 17.1.1.1 through 17.1.1.3 as set forth below

17.1.1.1 In addition to the foregoing requirements, all insurance policies and bonds required for this Project shall be issued by companies with an A.M. Best Financial Strength rating of at least A-

17.1.1.2 Certificates of Insurance acceptable to the Owner and on forms approved by the Insurance Commissioner of the Commonwealth of Pennsylvania shall be filed with the Owner prior to commencement of the Work. The Certificates shall contain a provision that coverages afforded under the policies will not be cancelled, reduced or non-renewed unless at least thirty (30) days prior written notice has been given to the Owner. Except for Workers' Compensation Insurance, the Owner shall be named with respect to the Project as an additional insured on all insurance. The Contractor shall furnish to the Architect copies of all endorsements that are subsequently issued amending coverage or limits.

17.1.1.3 During the term of the Contract, and for Comprehensive General Liability and Excess Liability for one year after the completion of the Work, the Contractor and each

Subcontractor shall, at their own expense, purchase and maintain the following insurance in companies properly licensed and satisfactory to the Owner.

Workers' Compensation and Employer's Liability

Amounts and coverage as required by Law and the Excess (Umbrella) Liability Insurance Company.

Comprehensive General Liability

Including coverage for premises, operations, independent contractors, elevators, contractual liability, products, completed operations, Broad Form property damage, explosion, collapse, and underground property damage, personal injury. No deductible permitted. Coverage amount limit shall be a minimum of one million dollars (\$1,000,000.00).

Excess (Umbrella) Liability Insurance

Bodily Injury and Property Damage following the form of the aforementioned Comprehensive General Liability, Comprehensive Automobile Liability, and Employer's Liability. Coverage amount limit shall be a minimum of two million dollars (\$2,000,000.00) Bodily Injury and Property Damage combined. No deductible permitted. No "gaps" permitted between primary and excess coverage.

The Owner shall be named as Certificate Holder. The Owner and Architect shall be named as Additional Insured under this policy for this Project.

Delete Subparagraphs 17.1.2 through 17.1.9 in their entirety.

Delete Paragraph 17.2 (including Subparagraphs 17.2.1 through 17.2.3) in its entirety and replace it with the following:

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

17.3.1 Add the following to the end of Subparagraph 17.3.1:

The Contractor shall provide a performance bond and a labor and material payment bond, each in the amount of 100% of the contract price, in forms required by the Owner, within five (5) days of receiving notice of the intent to award the bid to the Contractor.

ARTICLE 18 – CORRECTION OF WORK

18.1 End the second sentence of Paragraph 18.1 after the words "at the Contractor's expense" and delete the remainder of the sentence.

18.2 In Paragraph 18.2, replace "within one year" with "anytime" in the first sentence, and delete the second and third sentences.

18.4 Delete Paragraph 18.4 in its entirety.

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18.5 Delete Paragraph 18.5 in its entirety.

ARTICLE 19 – MISCELLANEOUS PROVISIONS

Add the following Paragraph 19.7:

19.7 No cash allowances are included in this Project.

Add the following Paragraph 19.8:

19.8 The Contractor shall comply with the Employment Verification Act, as follows:

- (1) The Pennsylvania Public Works Employment Verification Act (43 P.S. §§ 167.1-167.11) requires Contractors and Subcontractors performing work on “public works projects” to comply with federal employment eligibility requirements, including verification through the U.S. Department of Homeland Security’s E-Verify program which compares I-9 employment verification data to data from the Department of Homeland Security and Social Security Administration records, in order to confirm that employees are authorized to work in the United States.
- (2) All Contractors shall submit a “Public Works Employment Verification Form” to the Owner through the Architect at the same time when performance and payments bonds are submitted. Submission of this form is a precondition of the Contract being awarded and executed. These requirements apply to all employees hired by the Contractor or Subcontractor regardless of whether the employee will be working onsite or offsite.
- (3) Subcontracts between the Contractor and its Subcontractors or between any Subcontractor and its Subcontractors are required to contain notification of applicability of the Act, the requirement to provide a “Public Works Employment Verification Form” as stated under number 4 below, and reference to the Department of General Services website as stated under item number 6 below.
- (4) All Subcontractors shall submit a “Public Works Employment Verification Form” to the Contractor, who shall submit the form to the Owner through the Architect prior to the Subcontractor beginning either onsite or offsite work. Submission of this form shall be a precondition of the Subcontract remaining in force, and the Contractor shall terminate the Subcontract if the Subcontractor does not comply. These requirements apply to all employees hired by the Subcontractor regardless of whether the employee will be working onsite or offsite. “Subcontractor” includes any entity that performs work on the project other than the prime Contractor and other than an individual. The term does not include an entity that is solely a material supplier for the project.
- (5) The Contractor or Subcontractor shall be responsible for any penalties imposed for failure to comply with this Act.
- (6) Contractors and Subcontractors may access the form at www.dgs.state.pa.us. The Chapter 66 Guidelines may be located at <http://www.pabulletin.com/secure/data/vol42/42-52/index.html>.

Add the following Paragraph 19.9:

19.9 The Contractor agrees to comply with the Pennsylvania Human Relations Act, 43 P.S. § 951, et. seq., which prohibits discrimination in employment on account of race, color, familial status, religious creed, ancestry, age, sex, national origin, handicap, disability or use of guide of support animal, and to comply with the additional non-discrimination provisions applicable to public works in Pennsylvania, 62 Pa. C.S. § 3701:

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

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

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

Add the following Paragraph 19.10:

19.10 If the Work includes the installation of steel, steel products or steel machinery and equipment, the Contractor shall comply with Pennsylvania's Steel Product Procurement Act, 73 P.S. § 1881, et seq., as amended, which requires that steel products produced in the United States be utilized in public works.

ARTICLE 20 – TERMINATION OF THE CONTRACT

20.1 Delete Paragraph 20.1 in its entirety.

20.2 Change Subparagraph 20.2 as follows:

In Subparagraph 20.2.1.1, delete "repeatedly"

In Subparagraph 20.2.1.3, delete "repeatedly"

In Subparagraph 20.2.1.4, delete "substantial"

20.2.2 In Subparagraph 20.2.2, change "seven" to "five."

20.3 In Paragraph 20.3, end the second sentence after the words "payment for Work executed" and delete the remainder of that sentence.

ARTICLE 21 – CLAIMS AND DISPUTES

21.1 In Subparagraph 21.1, delete the second sentence.

21.2 Replace Subparagraph 21.2 with the following:

21.2 The Contractor shall provide written notice to the Owner of any claim within 21 days of becoming aware of the circumstances giving rise to the claim.

Delete Subparagraph 21.3 in its entirety.

Replace Subparagraphs 21.5 through 21.9 in their entirety with Subparagraph 21.5 as set forth below:

21.5 Any controversy, dispute or Claim arising hereunder that is not resolved to the satisfaction of all parties by the Architect shall be resolved by binding arbitration only if arbitration is selected by the Owner, pursuant to the rules of the American Arbitration Association. In the absence of such selection by the Owner, any controversy, dispute or Claim arising out of or related to the Contract Documents, or the breach thereof, shall be settled by non-jury trial in the Court of Common Pleas in the county where the Project is located. All parties hereby consent to such jurisdiction and venue and irrevocably waive any right to a jury trial.

Replace Paragraph 21.11 in its entirety with the following:

21.11 The Contractor waives any claim for consequential damages arising out of or relating to the Contract Documents or from any breach or violation thereof.

G – PERFORMANCE BOND

Bond No.: _____

Amount: \$ _____

_____, as principal (the “Contractor”), and

_____, as surety (the “Surety”), are firmly bound to

MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY

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

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

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

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

2. The Contractor and Surety will be relieved of their obligations under this Bond if and when the Contractor shall perform all of its obligations under the Agreement and other Contract Documents.

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

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

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

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

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

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

6. This Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), so as to bind the Contractor and the Surety to the

performance of the Contract Documents as so amended, and so as to increase the Bond amount by the increased contract price amount. The term “amendment,” wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement shall include any alteration, addition, extension or modification of any character whatsoever.

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

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

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

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

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

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

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

(Individual Contractor)

WITNESS:

_____(SEAL)

Signature of Individual
Trading and Doing Business As

(Partnership Contractor)

WITNESS: _____

_____ Name of Partnership

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

By: _____ (SEAL)
Partner

(Corporation Contractor)

ATTEST: _____

_____ Name of Corporation

By: _____
(Vice) President

(Assistant) Secretary

(CORPORATE SEAL)

or (If Appropriate)

WITNESS: _____

_____ Name of Corporation

*By: _____
Authorized Representative

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

(Corporation Surety)

Name of Corporation

WITNESS:

**

Attorney-in-Fact

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

NON-COLLUSION AFFIDAVIT

**PARTIAL ROOF REPLACEMENT – SECTION D
MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY**

State of _____ :

:

:

County of _____ :

I state that I am _____ of
(Title)

(Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. _____(name of firm), its affiliates, subsidiaries, officers, directors and employees are not under investigation by any governmental agency, and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows (explain any exceptions):

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from MIDDLE BUCKS AREA VOCATIONAL-TECHNICAL SCHOOL AUTHORITY of the true facts relating to the submission of bids for this contract.

(Signature, Name & Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 20__.

(Notary Public)