

# BIDDING DOCUMENTS

for

CONTRACT NO. 24044-A  
General Construction

PAINT SHOP ALTERATIONS &  
OUTDOOR PAINT BUILDING

GROVE USA, LLC  
1565 BUCHANAN TRAIL EAST  
SHADY GROVE, PA 17251

Prepared By:  
David Black Associates, Inc.  
501 Lincoln Way East  
Chambersburg, PA 17201

July 2024



00002

PROJECT DIRECTORY

Owner  
Grove USA, LLC  
Attention: Matthew Souders, Facilities Engineer  
1565 Buchanan Trail East  
Shady Grove, PA 17251  
Ph: (717) 593-5058

Project Engineer  
David Black Associates, Inc.  
Attention: Mr. David J. Black, P.E.  
501 Lincoln Way East  
Chambersburg, PA 17201  
Ph: 717-267-0202  
Fax: 717-267-3646  
Email: dblack@dba-ae.com

MEP Engineer  
L.S. Grim Consulting Engineering, Inc.  
Attention: Les Grim  
19922 Jefferson Blvd  
Hagerstown MD 21742  
Ph: 301-797-1702  
Email: LSGrim@lsgrim.com

END OF PROJECT DIRECTORY

SECTION 00005

TABLE OF CONTENTS

Division 0 - Bidding and Contract Requirements:

00001	Cover Page
00002	Project Directory
00005	Table of Contents
00020	Invitation To Bid
00100	Instructions To Bidders
00310	Bid Form
	Bid Bond AIA Document A310 - 2010
	Standard Abbreviated Form of Agreement Between Owner and Contractor AIA Document A104-2017
	Performance Bond AIA Document A312-2010
	Payment Bond AIA Document A312-2010
	Warranty Bond AIA Document A313-2020
00800	Supplementary Conditions
00810	Certificate of Non Segregated Facilities
00820	Non-collusion Affidavit
00840	Notice of Intent to Award
00860	Notice to Proceed
Exhibit A	Pennsylvania Bureau of Labor Law Compliance Prevailing Wages Project Rates
Exhibit B	RACP Key Compliance Guidelines
Exhibit C	Project Specification List
Exhibit D	List of Drawings
Exhibit E	Manitowoc Company Safety Agreement - Appendix A

Division 1 - General Requirements:

01011	Summary
01120	Alteration Project Procedures
01310	Project Management and Coordination
01330	Submittal Procedure
01400	Quality Requirements
01410	Permits
01420	Permit Requirements
01500	Temporary Facilities and Controls
01600	Product Requirements
01730	Execution
01770	Closeout Procedures
01782	Operation and Maintenance Data
01783	Project Record Documents

Division 2 - Site Work:

02060	Demolition
02110	Site Clearing
02202	Rock Removal
02207	Aggregate Materials
02211	Rough Grading
02218	Landscape Grading
02222	Excavation
02223	Backfilling

- 02225 Trenching
- 02513 Bituminous Concrete Paving
- 02721 Aggregate Base Course
- 02751 Storm Drainage System

Division 3 - Concrete:

- 03300 Cast-in-Place Concrete

Division 4 - Masonry:

- 04100 Mortar
- 04300 Unit Masonry System
- 04523 Masonry Accessories

Division 5 - Metals:

- 05120 Structural Steel
- 05313 Steel Floor Deck
- 05510 Metal Stairs
- 05520 Handrail and Railings
- 05500 Metal Fabrications

Division 6 - Wood and Plastic:

- 61063 Rough Carpentry

Division 7 - Thermal and Moisture Protection:

- 07212 Board Insulation
- 07213 Pre-Engineered Building Insulation
- 07900 Joint Sealers

Division 8 - Doors and Windows:

- 08111 Standard Steel Doors and Frames
- 08360 Overhead Doors
- 08410 Aluminum entrances and Windows
- 08710 Finish Hardware
- 08800 Glazing

Division 9 - Finishes:

- 09260 Gypsum Board Systems
- 09511 Suspended Acoustical Ceilings
- 09900 Painting

Division 10 - Specialties

- 10441 Plastic Signs
- 10522 Fire Extinguishers, Cabinets and Accessories

Division 11 - Equipment

Not Used

Division 12 - Furnishings:

Not Used

Division 13 - Special Construction:

- 13121 Outdoor Paint Room Building

13990 Minor Alteration Work

Division 14 - Conveying Systems:

14600 Cranes & Hoist

Division 15 - Mechanical

Not Used

Division 16 - Electrical

Not Used

END OF TABLE OF CONTENTS







00020

INVITATION TO BID

Notice is given hereby that the

Grove USA, LLC

will accept Bids for single prime

Contract No.: 24044-A – Paint Shop Alterations & Outdoor Paint Building

according to Drawings and Specifications prepared by David Black Associates, Inc., and described in general as:

Provide and construct a complete functioning outdoor paint room building with foundations, support framing, weatherproof enclosure, special sprinkler system and all utilities. Convert a designated section of the existing paint shop for first floor office space and a new second floor structure for miscellaneous product storage. Provide and install a complete functioning 30 ton crane assembly in a designated section of the existing paint shop with foundations, framing, remote controlled crane assembly and all utilities. Provide and install with modifications new overhead doors where noted. Option to regrade and install heavy duty reinforced concrete paving as an add alternate in designated areas.

Sealed bids will be received at the **David Black Associates, Inc., located at 501 Lincoln Way East, Chambersburg, PA. 17201**, until:

1:30 p.m., July 25, 2024 (“Bid Opening”)

Bids received after that time will not be accepted and returned unopened. Bids will be privately opened and read for the Project thereafter at the Grove USA Facility Office. The sealed Bid shall include a fully executed (1) Bid Form, (2) Bid Bond-Security, (3) Non-Collusion Affidavit, and (4) Certificate of Non-Segregated Facilities.

Each bid must be accompanied by a Bid Bond drawn upon a Surety authorized to do business in the Commonwealth, cash, or a certified good faith check drawn upon a bank authorized to do business in the Commonwealth in the amount of not less than ten (10%) percent of the amount of the Base Bid. In the event that any Bidder shall, upon award of the contract to it, fail to honor its Bid and sign and return the Contract and the other required documents, the good faith deposit provided for herein or the Bond shall be forfeited to the Owner as liquidated damages.

Bids may be modified or withdrawn by an appropriate document duly executed and delivered to the place where Bids are to be submitted at any time prior to the opening of Bids. After Bid Opening, Bids shall be firm and binding for a period of sixty (60) days. Bids cannot be modified or withdrawn during that time period.

Bidders, subcontractors, their workers and any persons providing labor and products to the Project shall be persons lawfully permitted to work in the United States and the Commonwealth of Pennsylvania.

A Performance and Payment bond is required by the Contract Documents and is to be one hundred

percent (100%) of the cost of the work, according to the Contract Bid for each Respective Bond. A Warranty Bond is also required in the amount of 10% of the cost of the Work and effective for a period of one year after the date of substantial completion. An Anti-Collusion Affidavit is required to be submitted with the Bid. The Contract will be subject to the Commonwealth of Pennsylvania Prevailing Wage Act (Act No 442). The wage rate determinations are provided in the Contract Documents.

The work to be performed is described in the Contract Documents for the Project, which may be examined at:

David Black Associates, Inc.  
501 Lincoln Way East  
Chambersburg, PA 17201  
Telephone (717) 267-0202

Copies of the Contract Documents in PDF format may be obtained from the office of the Engineer free of charge. Hard copies of the Contract Documents may be secured by Bidders at the office of the Engineer. A non-refundable fee of \$100 payable to David Black Associates, Inc. must accompany a request for a hard copy of the Contract Documents.

The work is to also comply with a Pennsylvania RACP grant for this project from which the Owner has received. A copy of the grant including terms and conditions is included in the Contract Documents.

A Pre-Bid Conference will be held at 3:00 p.m. on July 11, 2024, at the Manitowoc Grove Facility Plant Engineering Office Conference Room, 1565 Buchanan Trail East, Shady Grove, PA 17251 with a visit to the Paint Shop to follow. Representatives of the Owner and Consultant will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Consultant will transmit to all prospective Bidders of record such Addenda as Consultant considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

The Owner reserves the right: 1) to reject any or all Bids; 2) to seek new Bids; 3) to waive any informality, irregularity, mistake, error or omission in any bid received; and/or 4) to accept the lowest responsible Bid deemed to be most favorable to the interests of Grove USA, LLC. As part of its evaluation of the Bids submitted, the Owner or its representatives may interview the Bidders.

END OF INVITATION TO BID

## INSTRUCTIONS TO BIDDERS

## 1. DEFINED TERMS

Terms used in these Instructions to Bidders are defined in the Standard Abbreviated Form of Agreement Between Owner and Contractor (AIA Document A104-2017.)

Certain additional terms used in these Instructions to Bidders have the meanings indicated below which are applicable to both the singular and plural thereof.

1.1 Bidder - one who submits a Bid directly to Owner, as distinct from a sub-bidder, who submits a bid to a Bidder.

1.2 Bidding Documents - the Bidding Documents consist of the Invitation to Bid, Instruction to Bidders, Bid Form, Agreement Form, Construction Bond Forms, General Conditions, Supplementary Conditions, Technical Specifications and all addenda issued prior to the receipt of bids.

1.3 Successful Bidder - the responsible and responsive Bidder selected by Owner (on the basis of Owner's evaluation as hereinafter provided) to perform the Work for the Project.

## 2. COPIES OF BIDDING DOCUMENTS

2.1 A complete set of the Contract Documents may be obtained from the Project Engineer. A non refundable fee is required for a hard copy of the Contract Documents. A digital PDF file of the Contract Documents will be provided free of charge.

2.2 Complete sets of Bidding Documents must be used in preparing Bids; neither Owner nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

2.3 Owner and Engineer in making copies of Bidding Documents available on the above terms do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant for any other use.

## 3. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

3.1 It is the responsibility of each Bidder before submitting a Bid:

3.1.1 To examine thoroughly the Contract Documents and other related data identified in the Bidding Documents (including "technical data" referred to below);

3.1.2 To visit the site to become familiar with and satisfy Bidder as to the general, local and site conditions that may affect cost, progress, performance or finishing of the Work;

3.1.3 To consider federal, state and local Laws and Regulations that may affect cost, progress, performance or finishing of the Work;

3.1.4 To study and carefully correlate Bidder's observations with the Contract Documents and

such other related documents.

3.1.5 To promptly notify Engineer of all conflicts, errors, ambiguities or discrepancies which Bidder has discovered in or between the Contract Documents and such other related documents.

3.2 Before submitting a Bid each Bidder will be responsible to obtain such additional or supplementary examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto or which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the time, price and other terms and conditions of the Contract Documents.

3.3 On request in advance, Owner will provide each Bidder access to the site to conduct such explorations and tests as each Bidder deems necessary for submission of a Bid. Bidder shall fill all holes, clean up and restore the site to its former conditions upon completion of such explorations, investigations, tests and studies.

3.4 Reference is made to the Supplementary Conditions for the identification of the general nature of work that is to be performed at the site by Owner or others (such as utilities and other prime contractors) that relates to the work for which a Bid is to be submitted. On request, Owner will provide to each Bidder for examination access to or copies of Contract Documents (other than portions thereof related to price) for such work.

3.5 The work for this Contract shall be in paid in accordance with the Commonwealth of Pennsylvania Prevailing Wage Act (Act No. 442). The wage rate determinations are provided in these Contract Documents.

3.6 The work for this Contract shall comply with the Pennsylvania Redevelopment Assistance Capital Program (RACP) which the Owner has obtained partial funding. A copy of the RACP requirements are included in the Contract Documents.

3.7 The submission of a Bid will constitute an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article 3, that without exception the Bid is premised upon performing and furnishing the Work required by the Contract Documents and applying the specific means, methods, techniques, sequences or procedures of construction (if any) that may be shown or indicated or expressly required by the Contract Documents, that Bidder has given Engineer written notice of all conflicts, errors, ambiguities and discrepancies that Bidder has discovered in the Contract Documents and the written resolutions thereof by Engineer is acceptable to Bidder, and that the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work.

3.8 The provisions of 3.1 through 3.8, inclusive, do not apply to Asbestos, Polychlorinated biphenyls (PCBs), Petroleum, Hazardous Waste or Radioactive material covered by Article 16, Subparagraph 16.2 of the Agreement.

#### 4. AVAILABILITY OF LANDS FOR WORK, etc.

The lands upon which the Work is to be performed, rights-of-way and easements for access thereto and other lands designated for use by Contractor in performing the Work are identified in the

Contract Documents. All additional lands and access thereto required for temporary construction facilities or storage of materials and equipment are to be provided by Contractor. Easements for permanent structures or permanent changes in existing structures are to be obtained and paid for by Owner unless otherwise provided in the Contract Documents.

## 5. INTERPRETATIONS AND ADDENDA

5.1 All questions about the meaning or intent of the Contract Documents are to be directed to Engineer. Interpretations or clarifications considered necessary by Owner in response to such questions will be issued by Addenda mailed or delivered to all parties recorded by Engineer as having received the Bidding Documents. Questions received less than seven days prior to the date for opening of Bids may not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

5.2 Addenda may also be issued to modify the Bidding Documents as deemed advisable by Owner or Engineer.

## 6. BID SECURITY

6.1 Each Bid must be accompanied by Bid security in an amount of ten percent of the Bidder's base Bid price and in the form of a certified good faith check made payable to Owner, cash or a Bid Bond issued by a Surety authorized to do business in the Commonwealth and meeting the requirements of AIA Document A310 Bid Bond and Section 21 of the Supplementary Conditions.

6.2 The Bid security of the Successful Bidder will be retained until such bidder has executed the Agreement and furnished the required documents, whereupon the Bid security will be returned. If the Successful Bidder fails to execute and deliver the Agreement and furnish the required documents within Ten (10) days after the Notice of Award, Owner may annul the Notice of Award and the Bid security of that Bidder will be forfeited to the Owner as liquidated damages. The Bid security of other Bidders whom Owner believes to have a reasonable chance of receiving the award may be retained by Owner until the earlier of the seventh day after the Effective Date of the Agreement or the sixtieth (60<sup>th</sup>) day after the Bid opening, whereupon Bid security furnished by such Bidders will be returned. Bid security with Bids which are not competitive will be returned within fourteen days after the Bid opening.

## 7. CONTRACT TIME

The number of days within which the Work is to be substantially completed is 360 calendar days from the date when the contract time commences to run and also completed and ready for final payment is 390 days from the date when the contract time commences to run.

## 8. LIQUIDATED DAMAGES

Owner and Contractor recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 7 above, plus any extensions thereof allowed in accordance with Article 14 of the Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Fifty and 00/00 dollars (\$250.00) for each day that expires after the time and dates specified in Paragraph 7 for Substantial Completion of the total project and designated portions of the Project until the Work is substantially complete. After

Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Fifty and 00/00 dollars (\$250.00) for each day that expires after the time specified in Paragraph 7 for completion and readiness for final payment.

9. SUBSTITUTE OR "OR-EQUAL" ITEMS

The Contract, if awarded, will be on the basis of materials and equipment described in the Drawings or specified in the Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Drawings or specified in the Specifications that a substitute or "or-equal" item of material or equipment may be furnished or used by Contractor if acceptable to Engineer, application for such acceptance will not be considered by Engineer until after the Effective Date of the Agreement. The procedure for submission of any such application by Contractor and consideration by Engineer is set forth in Article 9, subparagraph 9.33 of the Agreement and Section 4 of the Supplementary Conditions.

10. SUBCONTRACTORS, SUPPLIERS AND OTHERS

10.1 If the Owner requests the identity of any Subcontractors, Suppliers and other persons and organizations (including those who are to furnish the principal items of material and equipment) to be submitted to Owner in advance of the specified date prior to the Effective Date of the Agreement, the apparent Successful Bidder, and any other Bidder so requested, shall within seven days after the Bid opening submit to Owner a list of all such Subcontractors, Suppliers and other persons and organizations proposed for those portions of the Work for which such identification is required. Such list shall be accompanied by an experience statement with pertinent information regarding similar projects and other evidence of qualification for each such Subcontractor, Supplier, person or organization if requested by Owner.

10.2 No Contractor shall be required to employ any Subcontractor, Supplier, other person or organization against whom Contractor has reasonable objection.

11. BID FORM

11.1 The Bid Form is included with the Bidding Documents; additional copies may be obtained from Engineer ( or the Issuing Office).

11.2 All blanks on the Bid Form must be completed in ink or by typewriter.

11.3 Bids by corporations must be executed in the corporate name by the president or a vice-president (or other corporate officer accompanied by evidence of authority to sign) and the corporate seal must be affixed and attested by the secretary or an assistant secretary. The corporate address and state of incorporation must be shown below the signature.

11.4 Bids by partnerships must be executed in the partnership name and signed by a general partner, whose title must appear under the signature and the official address of the partnership must be shown below the signature.

11.5 All names and titles must be typed or printed below the signature.

11.6 The Bid shall contain an acknowledgment of receipt of all Addenda (the numbers of which must be filled in on the Bid Form).

11.7 The address and telephone number for communications regarding the bid must be shown.

## 12. SUBMISSION OF BIDS

12.1 Bids shall be submitted prior to the date and time and at the place indicated in the Invitation to Bid and shall be enclosed in an opaque sealed envelope, marked with the Project title (and, if applicable, the designated portion of the Project for which the Bid is submitted) and name and address of the Bidder and accompanied by the Bid security and other required documents. If the Bid is sent through the mail or other delivery system the sealed envelope shall be enclosed in a separate envelope with the notation "BID ENCLOSED" on the face of it. A submission of a Bid by FAX OR EMAIL will not be accepted.

12.2 Prospective Bidders are furnished one copy of the Contract Documents. The Bidding Documents may be retained by the Bidder. The Bid Form included in Contract Documents the is to be completed and submitted with the Bid security, Non-Collusion Affidavit, and Certificate of Non-Segregated Facilities.

## 13. OPENING OF BIDS

Bids will be opened privately at the Grove USA, Plant Engineering Office located at 1565 Buchanan Trail East, Shady Grove, Pennsylvania 17251. An abstract of the amounts of the base bids and major alternatives (if any) will be made available to Bidders within sixty (60) days after the opening of Bids.

## 14. BIDS TO REMAIN SUBJECT TO ACCEPTANCE

All bids will be firm and binding and remain subject to acceptance for sixty (60) days after the Bid Opening date and time, but Owner may, in its sole discretion, release any Bid and return the Bid security prior to that date.

## 15. AWARD OF CONTRACT

15.1 Owner reserves the right to reject any and all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids and to reject the Bid of any Bidder if Owner believes that it would not be in the best interest of the Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by Owner. Owner also reserves the right to waive any and all informalities not involving price, time or changes in the Work and to negotiate with any Bidder. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between words and figures will be resolved in favor of the words.

15.2 In evaluating Bids, Owner will consider the qualifications of the Bidders, whether or not the Bids comply with the prescribed requirements, and such alternates, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award.

15.3 Owner may consider the qualifications and experience of Subcontractors, Suppliers, and other persons and organizations proposed for those portions of the Work as to which the identity of Subcontractors, Suppliers, and other persons and organizations must be submitted as provided in the Supplementary Conditions. Owner may also consider the operating costs, maintenance requirements performance data and guarantees of major items of materials and equipment proposed for

incorporation in the Work when such data is required to be submitted prior to the Notice of Award.

15.4 Owner may conduct such investigations as Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed Subcontractors, Suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to Owner's satisfaction within the prescribed time.

15.5 If the contract is to be awarded, it will be awarded to the lowest responsible Bidder whose evaluation by Owner indicates to Owner that the award will be in the best interests of the Owner.

15.6 If the contract is to be awarded, Owner will give the Successful Bidder a Notice of Award within sixty (60) days after the Bid Opening date and time.

## 16. CONTRACT SECURITY

Article 17, subparagraph 17.3 of the Agreement and Section 21 of the Supplementary Conditions set forth Owner's requirements as to Performance, Payment, and Warranty Bonds. When the Successful Bidder delivers the executed Agreement to Owner, it must be accompanied by the required Performance, Payment, and Warranty Bonds when required.

## 17. SIGNING OF AGREEMENT

When Owner gives a Notice of Intent to Award to the Successful Bidder, it will be accompanied by the required number of unsigned counterparts of the Agreement with all other written Contract Documents attached. Within ten (10) days thereafter Contractor shall sign and deliver the required number of counterparts of the Agreement and attached documents to Owner with the required Bonds. Within ten (10) days thereafter Owner shall deliver one fully signed counterpart to Contractor. Each counterpart is to be accompanied by a complete set of the Drawings with appropriate identification.

## 18. PRE-BID MEETING

A Pre-Bid Conference will be held at 3:00 p.m. on July 11, 2024, at the Manitowoc Grove Facility Plant Engineering Office Conference Room, 1565 Buchanan Trail East, Shady Grove, PA 17251 with a visit to the Paint Shop to follow. Representatives of the Owner and Consultant will be present to discuss the Project. Bidders are encouraged to attend and participate in the conference. Consultant will transmit to all prospective Bidders of record such Addenda as Consultant considers necessary in response to questions arising at the conference. Oral statements may not be relied upon and will not be binding or legally effective.

## 19. RETAINAGE

Provisions concerning retainage are set forth in Article 4, Section 4.1.4 of the Agreement.

## 20. WAGE RATES

The work performed for this contract is subject to the Commonwealth of Pennsylvania Prevailing Wage Act (Act No. 442). The wage rate determinations are provided in the Contract Documents.

END OF INSTRUCTIONS TO BIDDERS



SECTION 00310

BID FORM

CONTRACT NOS.:

24044-A – Paint Shop Alterations & Outdoor Paint Building

THIS BID IS SUBMITTED TO: GROVE USA, LLC  
c/o David Black Associates, Inc.  
501 Lincoln Way East  
Chambersburg, PA 17201

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for sixty (60) days after the day of Bid opening. BIDDER will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more /fully set forth in the Agreement, that:
  - A. BIDDER has examined and carefully studies the Bidding Documents and the following Addenda receipt of all which is hereby acknowledged:  
  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_  
Addendum No. \_\_\_\_\_, Dated \_\_\_\_\_
  - B. BIDDER has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
  - C. BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work including that the work is subject to the Commonwealth of Pennsylvania Prevailing Wage Act (Act No. 442) and compliant with the project's Pennsylvania RACP grant requirements.
  - D. BIDDER acknowledges that OWNER and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. BIDDER

has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by BIDDER and safety precautions and programs incident thereto. BIDDER does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.

- E. BIDDER is aware of the general nature of the Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- F. BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- G. BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following prices:

A. CONTRACT BASE BID:

LUMP SUM BID PRICE \_\_\_\_\_  
\_\_\_\_\_ (\$ \_\_\_\_\_).

B. ALTERNATE BIDS:

- 1. Each Contractor shall set out, in the spaces provided in the Proposal Form, lump sum amounts (to include all costs of labor, materials, equipment and services, permits, fees, insurance, taxes, overhead and profit) which are to be added or deducted to his lump sum proposal for the Base Bid work, provided that the items of work enumerated below are added or deducted to the scope of the work required by the Contract Drawings and Specifications.
- 2. Each Contractor shall bid all Alternates.
- 3. It shall be understood, in conjunction with the description of the Alternates set out below, that all conditions of the General and Supplementary General Requirements thereto, applicable sections of the specifications and of the drawings are to govern the scope, quality and execution of such work.

4. The Successful Bidder will be selected based upon the base bid plus any of the following alternates that are selected by the Owner. The contract time will remain as stated, regardless of alternates that are selected by the Owner.

**Contract Alternates for Contract No.: 24044-A General Construction**

Revisions to Base bid to:

**Alternate A-1.** Add for construction of 5000 square feet of exterior concrete paving area CP1 including excavation, re-grading, proof rolling sub-grade, 6" stone subbase, and 12" reinforced concrete pad.

**Add: \$** \_\_\_\_\_

**Alternate A-2.** Add for construction of 5000 square feet of exterior concrete paving area CP2 including excavation, re-grading, proof rolling sub-grade, 6" stone subbase, and 12" reinforced concrete pad.

**Add: \$** \_\_\_\_\_

**C. UNIT PRICE BID:**

1. It is agreed that, in the event the Contractor is directed by the Owner to increase the following materials from the quantities required by the contract documents, the following unit costs will apply. Such unit costs will be used to adjust the contract amount and shall include all direct and indirect costs, overhead, taxes, insurance and profit.
- a. Owner reserves the right to accept or reject any or all unit prices.
  - b. Unit prices, if accepted in the award of the contract, shall be applied in computing the value of change orders, additions, and substitutions made in the work.
  - c. Each unit price shall include all work, materials and incidentals necessary to complete the item, except where noted.
  - d. Quantity Measurements: The Contract will provide the following:
    - 1). Materials, equipment and personnel for quantity measurements.
    - 2). Measurements and computations required to determine quantities.
2. Foundation Excavation
- a. Foundation footings only for each cubic yard of unsuitable earth excavation including offsite disposal.
  - b. Unit Price - \_\_\_\_\_ dollars.

3. Rock Excavation (Footings)
  - a. Foundation wall and column footings only for each cubic yard of classified rock excavation and removal as verified by the Engineer including offsite disposal.
  - b. Unit Price - \_\_\_\_\_ dollars.
4. Compacted Earth Fill for Rock and Unsuitable Soil Removal (Foundation)
  - a. For each cubic yard of compacted backfill, in place, including cost of offsite borrow.
  - b. Unit Price - \_\_\_\_\_ dollars.
5. Additional 12 inch thick reinforced concrete paving with 6 inch thick stone base that is constructed to increase the size of the paving listed in Alternate A-1 and A-2 including construction described in those alternates with a minimum quantity of 1000 square feet:
  - a. For each square foot of complete concrete paving and stone base in place with associated excavation and regrading.
  - b. Unit Price - \_\_\_\_\_ dollars.

5. TIME SCHEDULE

- A. BIDDER agrees that the Work will comply with the milestone dates and be substantially complete within 360 calendar days after the date when the Contract Time commences to run as provided in Article 2 of the Agreement, and completed and ready for final payment in accordance with Article 15, subparagraph 15.7 within 390 calendar days after the date when the Contract Time commences to run.

6. CHANGES IN WORK

- A. When other changes in work, not covered in the contract documents, and involving added cost, are directed to be performed on a cost-plus fee basis, such fee will include all indirect costs, overhead, and profit, and will be as follows:
  1. To the Contractor for work performed with his own forces, total overhead and profit     %.
  2. To the Contractor on work performed by other than his own forces, total overhead and profit     %.

3. To the Contractor for additional materials and equipment incorporated in the work, total overhead and profit \_\_\_\_%.
- B. When work is deducted from the amount of the contract, the undersigned agrees to credit to the Owner the net cost of the value of such work plus fee as follows:
1. For all work deducted under these Specifications, net cost plus \_\_\_\_%.
7. The following documents are attached to and made a condition of this Bid:
- A. Required Bid Security.
  - B. Non-Collusion Affidavit.
  - C. Certificate of Non-Segregated Facilities.
8. Communications concerning this Bid shall be addressed to the address of BIDDER indicated below.
9. The terms used in this Bid which are defined in the General Conditions of the Construction Contract included as part of the Contract Documents have the meanings assigned to them in the General Conditions.

SUBMITTED ON \_\_\_\_\_, 2024.

If BIDDER is:

An Individual

By \_\_\_\_\_ (SEAL)  
 (Individual's Name: Typed and Signature)

doing business as \_\_\_\_\_

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Partnership

By \_\_\_\_\_  
 (Firm Name)

\_\_\_\_\_  
 (General Partner's Name: Typed and Signature)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

A Corporation

By \_\_\_\_\_  
(Corporation name)

\_\_\_\_\_  
(State of incorporation)

By \_\_\_\_\_  
(Typed name of person authorized to sign)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

(Corporate Seal)

Attest \_\_\_\_\_  
(Secretary)

Business address: \_\_\_\_\_

\_\_\_\_\_

Phone No.: \_\_\_\_\_

END OF SECTION

# **AIA** Document A310™ – 2010

## Bid Bond

**CONTRACTOR:**  
(Name, legal status and address)

**SURETY:**  
(Name, legal status and principal place of business)

**OWNER:**  
(Name, legal status and address)

Grove USA, LLC  
1565 Buchanan Trail East  
Shady Grove, PA 17251

**BOND AMOUNT:**  
10% of Base Bid

**PROJECT:**  
(Name, location or address, and Project number, if any)  
Paint Shop Alterations & Outdoor Paint Building  
1565 Buchanan Trail East  
Shady Grove, PA 17251

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this \_\_\_\_\_ day of \_\_\_\_\_

_____	_____	_____
(Witness)	(Contractor as Principal)	(Seal)
_____	_____	_____
	(Title)	
_____	_____	_____
(Witness)	(Surety)	(Seal)
_____	_____	_____
	(Title)	

**CAUTION:** You should sign an original AIA Contract Document, on which this text appears in RED. An original assures that changes will not be obscured.

Init.

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# AIA<sup>®</sup> Document A104<sup>™</sup> - 2017

## Standard Abbreviated Form of Agreement Between Owner and Contractor

AGREEMENT made as of the «» day of «» in the year «Two Thousand Two Thousand Twenty-Four: »

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

Grove USA, LLC»»  
«1565 Buchanan Trail East  
Shady Grove, PA 17251»  
«Telephone Number: 717-593-5058»  
«»

and the Contractor:

(Name, legal status, address and other information)

«»« »  
« »  
« »  
«Telephone Number:  
Fax Number: »

for the following Project:

(Name, location and detailed description)

Grove USA, LLC »  
«1565 Buchanan Trail East  
Shady Grove, PA 17251»  
«24044-A – Paint Shop alterations & Outdoor Paint Building  
»

The Architect: All references herein to Architect shall be to Engineer.

(Name, legal status, address and other information)

The Engineer:

«David Black Associates, Inc.»»  
«501 Lincoln Way East  
Chambersburg, PA 17201»  
«Telephone Number: 717-267-0202»  
« »

The Owner and Contractor agree as follows.

**ADDITIONS AND DELETIONS:** The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

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TABLE OF ARTICLES

- 1 THE WORK OF THIS CONTRACT
- 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 3 CONTRACT SUM
- 4 PAYMENT
- 5 DISPUTE RESOLUTION
- 6 ENUMERATION OF CONTRACT DOCUMENTS
- 7 GENERAL PROVISIONS
- 8 OWNER
- 9 CONTRACTOR
- 10 ARCHITECT
- 11 SUBCONTRACTORS
- 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 13 CHANGES IN THE WORK
- 14 TIME
- 15 PAYMENTS AND COMPLETION
- 16 PROTECTION OF PERSONS AND PROPERTY
- 17 INSURANCE AND BONDS
- 18 CORRECTION OF WORK
- 19 MISCELLANEOUS PROVISIONS
- 20 TERMINATION OF THE CONTRACT
- 21 CLAIMS AND DISPUTES

EXHIBIT A DETERMINATION OF THE COST OF THE WORK

ARTICLE 1 THE WORK OF THIS CONTRACT

The Contractor shall execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 2.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

[  ] The date of this Agreement.

[  ] A date set forth in a notice to proceed issued by the Owner.

Established as follows:  
(Insert a date or a means to determine the date of commencement of the Work.)

« »

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 2.2 The Contract Time shall be measured from the date of commencement.

§ 2.3 Substantial Completion

§ 2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check the appropriate box and complete the necessary information.)

Not later than Three Hundred Sixty ( 360 ) calendar days from the date of Notice to Proceed.

In addition not later than Three Hundred Ninety (390) calendar days from the date of Notice to Proceed, all contracted Work to be completed and ready for final payment. « »

§ 2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
N/A	

§ 2.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 2.3, liquidated damages, if any, shall be assessed as set forth in Section 3.5.

ARTICLE 3 CONTRACT SUM

§ 3.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be one of the following:

(Check the appropriate box.)

Stipulated Sum, in accordance with Section 3.2 below

§ 3.2 The Stipulated Sum shall be XXX ( \$XXX ), subject to additions and deductions as provided in the Contract Documents.

§ 3.2.1 The Stipulated Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)

« »

§ 3.2.2 Unit prices, if any:

(Identify the item and state the unit price and the quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)

§ 3.2.3 Allowances, if any, included in the stipulated sum:

(Identify each allowance.)

Item	Price
A.1 To the Contractor for work performed with his own forces, total overhead and profit.	X %
A.2 To the Contractor on work performed by other than his own forces, total overhead and profit	X %
A.3 To the Contractor for additional materials and equipment incorporated in the work, total overhead and profit.	X %
B.1 For all work deducted under these Specifications, net cost plus.	X %

the agreed-upon assumptions contained in Section 3.4.3.5 and the revised Contract Documents.

**§ 3.3 Liquidated damages, if any:**

*(Insert terms and conditions for liquidated damages, if any.)*

Owner and Contractor recognize that time is of the essence for this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Section 2.3 above, plus any extensions thereof allowed in accordance with Article 14 of this Agreement. They also recognize the delays, expense and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay Owner Two Hundred Fifty and 00/00 dollars (\$250.00) for each day that expires after the time and date specified in Article 2.3 for Substantial Completion of the total project and designated portions of the Project until the Work is substantially complete. After Substantial Completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time of 120 Calendar days after notice to proceed or any proper extension thereof granted by Owner, Contractor shall pay Owner Two Hundred Fifty and 00/00 dollars (\$250.00) for each day that expires after the time specified in Article 2.3 for completion and readiness for final payment. »

**ARTICLE 4 PAYMENT**

**§ 4.1 Progress Payments**

**§ 4.1.1** Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents. All wages associated with the project shall be in accordance with the Pennsylvania Bureau of Labor Law Compliance Prevailing Wages Project Rates. The Contractor and all Subcontractors shall provide documentation of their respective payrolls with the Application for Payment for the time period association with this Application.

**§ 4.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

**§ 4.1.3** Provided that an Application for Payment is received by the Architect not later than the «last» day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the «30th » day of the «following » month. If an Application for Payment is received by the Architect after the date fixed above, payment shall be made by the Owner not later than «thirty» ( «30» ) days after the Architect receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

**§ 4.1.4** For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold retainage from the payment otherwise due as follows:

*(Insert a percentage or amount to be withheld as retainage from each Application for Payment and any terms for reduction of retainage during the course of the Work. The amount of retainage may be limited by governing law.)*

~~«Ten percent (10%) and reduced to five percent (5%) when project is 50% complete. »~~

§ 4.1.5 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located. (Insert rate of interest agreed upon, if any.)

~~« 6 »~~ % ~~«Six percent.»~~

§ 4.2 Final Payment

§ 4.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Section 18.2, and to satisfy other requirements, if any, which extend beyond final payment;
- .2 the Contractor has submitted a final accounting for the Cost of the Work, where payment is on the basis of the Cost of the Work with or without a Guaranteed Maximum Price; and
- .3 a final Certificate for Payment has been issued by the Architect in accordance with Section 15.7.1.

§ 4.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

~~« »~~

ARTICLE 5 DISPUTE RESOLUTION

§ 5.1 Binding Dispute Resolution

For any claim subject to, but not resolved by, mediation pursuant to Section 21.5, the method of binding dispute resolution shall be as follows: (Check the appropriate box.)

- Arbitration pursuant to Section 21.6 of this Agreement
- Litigation in a Court of Common Pleas of Franklin County.
- Other (Specify)

~~« »~~

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, claims will be resolved in a court of competent jurisdiction.

ARTICLE 6 ENUMERATION OF CONTRACT DOCUMENTS

§ 6.1 The Contract Documents are defined in Article 7 and, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 6.1.1 The Agreement is this executed AIA Document A104™–2017, Standard Abbreviated Form of Agreement Between Owner and Contractor.

§ 6.1.2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below: (Insert the date of the E203–2013 incorporated into this Agreement.)

~~« Not Included in Contract. »~~

§ 6.1.3 The Supplementary and other Conditions of the Contract:

Document	Pages
Invitation to Bid	

Instructions to Bidders  
 Bid Form  
 AIA A310 Bid Bond  
 AIA A312 Performance Bond  
 AIA A312 Payment Bond  
 AIA A313 Warranty Bond  
 Supplementary Conditions  
 Certificate of Non-Segregated Facilities  
 Non-Collusion Affidavit

[Redacted]

§ 6.1.4 The Specifications:  
 (Either list the Specifications here or refer to an exhibit attached to this Agreement.)

See Exhibit C - Listing the project specifications included as part of the Contract Documents. »

[Redacted]

§ 6.1.5 The Drawings:  
 (Either list the Drawings here or refer to an exhibit attached to this Agreement.)

See Exhibit E

Number	Title	Date
[Redacted]	[Redacted]	[Redacted]

§ 6.1.6 The Addenda, if any:

Number	Date	Pages
[Redacted]	[Redacted]	[Redacted]

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are enumerated in this Article 6.

§ 6.1.7 Additional documents, if any, forming part of the Contract Documents:

.1 Other Exhibits:

(Check all boxes that apply.)

- Exhibit A - Pennsylvania Bureau of Labor Law Compliance Prevailing Wages Project Rates.
- Exhibit B - Prevailing Wage.
- Exhibit D - Contractor Safety Agreement

ARTICLE 7 GENERAL PROVISIONS

§ 7.1 The Contract Documents

The Contract Documents are enumerated in Article 6 and consist of this Agreement (including, if applicable, Supplementary and other Conditions of the Contract), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work

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 User Notes:

by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

### **§ 7.2 The Contract**

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Contractor.

### **§ 7.3 The Work**

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

### **§ 7.4 Instruments of Service**

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

### **§ 7.5 Ownership and use of Drawings, Specifications and Other Instruments of Service**

**§ 7.5.1** The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

**§ 7.5.2** The Contractor, Subcontractors, Sub-subcontractors and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to the protocols established pursuant to Sections 7.6 and 7.7, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, Architect and the Architect's consultants.

### **§ 7.6 Digital Data Use and Transmission**

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

### **§ 7.7 Building Information Models Use and Reliance**

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

### **§ 7.8 Severability**

The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

## § 7.9 Notice

§ 7.9.1 Except as otherwise provided in Section 7.9.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

*(If other than in accordance with AIA Document E203–2013, insert requirements for delivering Notice in electronic format such as name, title and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)*

« »

§ 7.9.2 Notice of Claims shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

## § 7.10 Relationship of the Parties

Where the Contract is based on the Cost of the Work plus the Contractor's Fee, with or without a Guaranteed Maximum Price, the Contractor accepts the relationship of trust and confidence established by this Agreement and covenants with the Owner to cooperate with the Architect and exercise the Contractor's skill and judgment in furthering the interests of the Owner; to furnish efficient business administration and supervision; to furnish at all times an adequate supply of workers and materials; and to perform the Work in an expeditious and economical manner consistent with the Owner's interests. The Owner agrees to furnish and approve, in a timely manner, information required by the Contractor and to make payments to the Contractor in accordance with the requirements of the Contract Documents.

## ARTICLE 8 OWNER

### § 8.1 Information and Services Required of the Owner

§ 8.1.1 Prior to commencement of the Work, at the written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 8.1.1, the Contract Time shall be extended appropriately.

§ 8.1.2 The Owner shall furnish all necessary surveys and a legal description of the site.

§ 8.1.3 The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 8.1.4 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 9.6.1, the Owner shall secure and pay for other necessary approvals, easements, assessments, and charges required for the construction, use, or occupancy of permanent structures or for permanent changes in existing facilities.

### § 8.2 Owner's Right to Stop the Work

If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents, or repeatedly fails to carry out the Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order is eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity.

### § 8.3 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents, and fails within a ten-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 may, without prejudice to any other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 15.4.3, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of



correcting such deficiencies, including the Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 21.

## **ARTICLE 9 CONTRACTOR**

### **§ 9.1 Review of Contract Documents and Field Conditions by Contractor**

**§ 9.1.1** Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

**§ 9.1.2** Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 8.1.2, shall take field measurements of any existing conditions related to that portion of the Work and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies, or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional unless otherwise specifically provided in the Contract Documents.

**§ 9.1.3** The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

### **§ 9.2 Supervision and Construction Procedures**

**§ 9.2.1** The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract, unless the Contract Documents give other specific instructions concerning these matters.

**§ 9.2.2** The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for or on behalf of the Contractor or any of its Subcontractors.

### **§ 9.3 Labor and Materials**

**§ 9.3.1** Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

**§ 9.3.2** The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

**§ 9.3.3** The Contractor may make a substitution only with the consent of the Owner, after evaluation by the Architect and in accordance with a Modification.

### **§ 9.4 Warranty**

The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation or normal wear and tear under normal usage. All other warranties required by the

Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 15.6.3.

#### **§ 9.5 Taxes**

The Contractor shall pay sales, consumer, use, and other similar taxes that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

#### **§ 9.6 Permits, Fees, Notices, and Compliance with Laws**

**§ 9.6.1** Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

**§ 9.6.2** The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work. If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

#### **§ 9.7 Allowances**

The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. The Owner shall select materials and equipment under allowances with reasonable promptness. Allowance amounts shall include the costs to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts. Contractor's costs for unloading and handling at the site, labor, installation, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowance.

#### **§ 9.8 Contractor's Construction Schedules**

**§ 9.8.1** The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

**§ 9.8.2** The Contractor shall perform the Work in general accordance with the most recent schedule submitted to the Owner and Architect.

#### **§ 9.9 Submittals**

**§ 9.9.1** The Contractor shall review for compliance with the Contract Documents and submit to the Architect Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents in coordination with the Contractor's construction schedule and in such sequence as to allow the Architect reasonable time for review. By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them; (2) determined and verified materials, field measurements, and field construction criteria related thereto, or will do so; and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents. The Work shall be in accordance with approved submittals.

**§ 9.9.2** Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents.

**§ 9.9.3** The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents or unless the Contractor needs to provide such services in order to carry out the Contractor's own responsibilities. If professional design services or certifications by a design professional are specifically required, the Owner and the Architect will specify the performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional. If no criteria are specified, the design shall comply with applicable codes and ordinances. Each Party shall be entitled to rely upon the information provided by the other Party. The Architect will review and approve or take other appropriate action on submittals for the limited purpose of checking for conformance with information provided and the design concept expressed in the Contract Documents. The Architect's review of Shop Drawings, Product Data, Samples, and similar submittals shall be for the

limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. In performing such review, the Architect will approve, or take other appropriate action upon, the Contractor's Shop Drawings, Product Data, Samples, and similar submittals.

**§ 9.10 Use of Site**

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

**§ 9.11 Cutting and Patching**

The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

**§ 9.12 Cleaning Up**

The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus material from and about the Project.

**§ 9.13 Access to Work**

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

**§ 9.14 Royalties, Patents and Copyrights**

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents or where the copyright violations are contained in Drawings, Specifications or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

**§ 9.15 Indemnification**

**§ 9.15.1** To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, 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), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section 9.15.1.

**§ 9.15.2** In claims against any person or entity indemnified under this Section 9.15 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 9.15.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE 10 ARCHITECT**

**§ 10.1** The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction, until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified in writing in accordance with other provisions of the Contract.

**§ 10.2** Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 10.3 The Architect will visit the site at intervals appropriate to the stage of the construction to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 10.4 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 10.5 Based on the Architect's evaluations of the Work and of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 10.6 The Architect has authority to reject Work that does not conform to the Contract Documents and to require inspection or testing of the Work.

§ 10.7 The Architect will review and approve or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 10.8 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect will make initial decisions on all claims, disputes, and other matters in question between the Owner and Contractor but will not be liable for results of any interpretations or decisions rendered in good faith.

§ 10.9 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

## ARTICLE 11 SUBCONTRACTORS

§ 11.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site.

§ 11.2 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the Subcontractors or suppliers proposed for each of the principal portions of the Work. The Contractor shall not contract with any Subcontractor or supplier to whom the Owner or Architect has made reasonable written objection within ten days after receipt of the Contractor's list of Subcontractors and suppliers. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 11.3 Contracts between the Contractor and Subcontractors shall (1) require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by the terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work, which the Contractor, by the Contract Documents, assumes toward the Owner and Architect, and (2) allow the Subcontractor the benefit of all rights, remedies and redress against the Contractor that the Contractor, by these Contract Documents, has against the Owner.

## **ARTICLE 12 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS**

§ 12.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 12.2 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's activities with theirs as required by the Contract Documents.

§ 12.3 The Owner shall be reimbursed by the Contractor for costs incurred by the Owner which are payable to a Separate Contractor because of delays, improperly timed activities, or defective construction of the Contractor. The Owner shall be responsible to the Contractor for costs incurred by the Contractor because of delays, improperly timed activities, damage to the Work, or defective construction of a Separate Contractor.

## **ARTICLE 13 CHANGES IN THE WORK**

§ 13.1 By appropriate Modification, changes in the Work may be accomplished after execution of the Contract. The Owner, without invalidating the Contract, may order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, with the Contract Sum and Contract Time being adjusted accordingly. Such changes in the Work shall be authorized by written Change Order signed by the Owner, Contractor, and Architect, or by written Construction Change Directive signed by the Owner and Architect. Upon issuance of the Change Order or Construction Change Directive, the Contractor shall proceed promptly with such changes in the Work, unless otherwise provided in the Change Order or Construction Change Directive.

§ 13.2 Adjustments in the Contract Sum and Contract Time resulting from a change in the Work shall be determined by mutual agreement of the parties or, in the case of a Construction Change Directive signed only by the Owner and Architect, by the Contractor's cost of labor, material, equipment, and reasonable overhead and profit, unless the parties agree on another method for determining the cost or credit. Pending final determination of the total cost of a Construction Change Directive, the Contractor may request payment for Work completed pursuant to the Construction Change Directive. The Architect will make an interim determination of the amount of payment due for purposes of certifying the Contractor's monthly Application for Payment. When the Owner and Contractor agree on adjustments to the Contract Sum and Contract Time arising from a Construction Change Directive, the Architect will prepare a Change Order.

§ 13.3 The Architect will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work.

§ 13.4 If concealed or unknown physical conditions are encountered at the site that differ materially from those indicated in the Contract Documents or from those conditions ordinarily found to exist, the Contract Sum and Contract Time shall be equitably adjusted as mutually agreed between the Owner and Contractor; provided that the Contractor provides notice to the Owner and Architect promptly and before conditions are disturbed.

## **ARTICLE 14 TIME**

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

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

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

§ 14.4 The date of Substantial Completion is the date certified by the Architect in accordance with Section 15.6.3.

§ 14.5 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) changes ordered in the Work; (2) by labor disputes, fire, unusual delay in deliveries, abnormal adverse weather conditions not reasonably anticipatable, unavoidable casualties, or any causes beyond the Contractor's control; or (3) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine, subject to the provisions of Article 21.

## ARTICLE 15 PAYMENTS AND COMPLETION

### § 15.1 Schedule of Values

§ 15.1.1 Where the Contract is based on a Stipulated Sum or the Cost of the Work with a Guaranteed Maximum Price pursuant to Section 3.2 or 3.4, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Stipulated Sum or Guaranteed Maximum Price to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy required by the Architect. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 15.1.2 The allocation of the Stipulated Sum or Guaranteed Maximum Price under this Section 15.1 shall not constitute a separate stipulated sum or guaranteed maximum price for each individual line item in the schedule of values.

### § 15.2 Control Estimate

§ 15.2.1 Where the Contract Sum is the Cost of the Work, plus the Contractor's Fee without a Guaranteed Maximum Price pursuant to Section 3.3, the Contractor shall prepare and submit to the Owner a Control Estimate within 14 days of executing this Agreement. The Control Estimate shall include the estimated Cost of the Work plus the Contractor's Fee.

§ 15.2.2 The Control Estimate shall include:

- .1 the documents enumerated in Article 6, including all Modifications thereto;
- .2 a list of the assumptions made by the Contractor in the preparation of the Control Estimate to supplement the information provided by the Owner and contained in the Contract Documents;
- .3 a statement of the estimated Cost of the Work organized by trade categories or systems and the Contractor's Fee;
- .4 a project schedule upon which the Control Estimate is based, indicating proposed Subcontractors, activity sequences and durations, milestone dates for receipt and approval of pertinent information, schedule of shop drawings and samples, procurement and delivery of materials or equipment the Owner's occupancy requirements, and the date of Substantial Completion; and
- .5 a list of any contingency amounts included in the Control Estimate for further development of design and construction.

§ 15.2.3 When the Control Estimate is acceptable to the Owner and Architect, the Owner shall acknowledge it in writing. The Owner's acceptance of the Control Estimate does not imply that the Control Estimate constitutes a Guaranteed Maximum Price.

§ 15.2.4 The Contractor shall develop and implement a detailed system of cost control that will provide the Owner and Architect with timely information as to the anticipated total Cost of the Work. The cost control system shall compare the Control Estimate with the actual cost for activities in progress and estimates for uncompleted tasks and proposed changes. This information shall be reported to the Owner, in writing, no later than the Contractor's first Application for Payment and shall be revised and submitted with each Application for Payment.

§ 15.2.5 The Owner shall authorize preparation of revisions to the Contract Documents that incorporate the agreed-upon assumptions contained in the Control Estimate. The Owner shall promptly furnish such revised Contract Documents to the Contractor. The Contractor shall notify the Owner and Architect of any inconsistencies between the Control Estimate and the revised Contract Documents.

### § 15.3 Applications for Payment

§ 15.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 15.1, for completed portions of the Work. The application shall be notarized, if required; be supported by all

data substantiating the Contractor's right to payment that the Owner or Architect require; shall reflect retainage if provided for in the Contract Documents; and include any revised cost control information required by Section 15.2.4. Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

§ 15.3.2 With each Application for Payment where the Contract Sum is based upon the Cost of the Work, or the Cost of the Work with a Guaranteed Maximum Price, the Contractor shall submit payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, and any other evidence required by the Owner to demonstrate that cash disbursements already made by the Contractor on account of the Cost of the Work equal or exceed progress payments already received by the Contractor plus payrolls for the period covered by the present Application for Payment, less that portion of the progress payments attributable to the Contractor's Fee.

§ 15.3.3 Payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment stored, and protected from damage, off the site at a location agreed upon in writing.

§ 15.3.4 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or other encumbrances adverse to the Owner's interests.

#### § 15.4 Certificates for Payment

§ 15.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Architect determines is properly due, or notify the Contractor and Owner of the Architect's reasons for withholding certification in whole or in part as provided in Section 15.4.3.

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

§ 15.4.3 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 15.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 15.4.1. If the Contractor and the Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 9.2.2, because of

- .1 defective Work not remedied;
- .2 third-party claims filed or reasonable evidence indicating probable filing of such claims unless security acceptable to the Owner is provided by the Contractor;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;

- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 15.4.4 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 15.4.3, in whole or in part, that party may submit a Claim in accordance with Article 21.

#### § 15.5 Progress Payments

§ 15.5.1 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to sub-subcontractors in a similar manner.

§ 15.5.2 Neither the Owner nor Architect shall have an obligation to pay or see to the payment of money to a Subcontractor or supplier except as may otherwise be required by law.

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

§ 15.5.4 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

#### § 15.6 Substantial Completion

§ 15.6.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

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

§ 15.6.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. When the Architect determines that the Work or designated portion thereof is substantially complete, the Architect will issue a Certificate of Substantial Completion which shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 15.6.4 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

#### § 15.7 Final Completion and Final Payment

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



Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions stated in Section 15.7.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 15.7.2 Final payment shall not become due until the Contractor has delivered to the Owner a complete release of all liens arising out of this Contract or receipts in full covering all labor, materials and equipment for which a lien could be filed, or a bond satisfactory to the Owner to indemnify the Owner against such lien. If such lien remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging such lien, including costs and reasonable attorneys' fees.

§ 15.7.3 The making of final payment shall constitute a waiver of claims by the Owner except those arising from

- .1 liens, claims, security interests or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

## ARTICLE 16 PROTECTION OF PERSONS AND PROPERTY

### § 16.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

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

The Contractor shall comply with, and give notices required by, applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury, or loss. The Contractor shall promptly remedy damage and loss to property caused in whole or in part by the Contractor, a Subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 16.1.2 and 16.1.3. The Contractor may make a claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 9.15.

### § 16.2 Hazardous Materials and Substances

§ 16.2.1 The Contractor is responsible for compliance with the requirements of the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents, and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased in the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 16.2.2 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area, if in fact, the material or substance presents the risk of bodily injury or death as described in Section 16.2.1 and has not been rendered harmless, 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 16.2.3 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall indemnify the Contractor for all cost and expense thereby incurred.

## ARTICLE 17 INSURANCE AND BONDS

### § 17.1 Contractor's Insurance

§ 17.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in this Section 17.1 or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the insurance required by this Agreement from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 18.4, unless a different duration is stated below:

« »

§ 17.1.2 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than «Two Million Dollars» (\$ «2,000,000») each occurrence, «Four Million Dollars» (\$ «4,000,000») general aggregate, and «Four Million Dollars» (\$ «4,000,000») aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 9.15.

§ 17.1.3 Automobile Liability covering vehicles owned by the Contractor and non-owned vehicles used by the Contractor, with policy limits of not less than «Four Million Dollars» (\$ «4,000,000») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance, and use of those motor vehicles along with any other statutorily required automobile coverage.

§ 17.1.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as those required under Section 17.1.2 and 17.1.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ 17.1.5 Workers' Compensation at statutory limits.

§ 17.1.6 Employers' Liability with policy limits not less than «Two Million Dollars» (\$ «2,000,000») each accident, «Two Million Dollars» (\$ «2,000,000») each employee, and «Four Million Dollars» (\$ «4,000,000») policy limit.

§ 17.1.7 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «Two Million Dollars» (\$ «2,000,000») per claim and «Two Million Dollars» (\$ «2,000,000») in the aggregate.

§ 17.1.8 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than «One Million Dollars» (\$ «1,000,000») per claim and «Two Million Dollars» (\$ «2,000,000») in the aggregate.

§ 17.1.9 Coverage under Sections 17.1.7 and 17.1.8 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than ~~«One Million Dollars»~~ (\$ ~~«1,000,000»~~) per claim and ~~«Two Million Dollars»~~ (\$ ~~«2,000,000»~~) in the aggregate.

§ 17.1.10 The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Section 17.1 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the period required by Section 17.1.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy.

§ 17.1.11 The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ 17.1.12 To the fullest extent permitted by law, the Contractor shall cause the commercial liability coverage required by this Section 17.1 to include (1) the Owner, the Architect, and the Architect's Consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's Consultants, CG 20 32 07 04.

§ 17.1.13 Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.1, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

**§ 17.1.14 Other Insurance Provided by the Contractor**

*(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)*

Coverage	Limits

**§ 17.2 Owner's Insurance**

**§ 17.2.1 Owner's Liability Insurance**

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

**§ 17.2.2 Property Insurance**

§ 17.2.2.1 The Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed or materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section 17.2.2.2, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ 17.2.2.2 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section 17.2.2.1 or, if necessary, replace the insurance policy required under Section 17.2.2.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 18.4.

§ 17.2.2.3 If the insurance required by this Section 17.2.2 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ 17.2.2.4 If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 18.4, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ 17.2.2.5 Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Section 17.2.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by this Section 17.2.2. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ 17.2.2.6 Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any insurance required by this Section 17.2.2, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

**§ 17.2.2.7 Waiver of Subrogation**

§ 17.2.2.7.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by this Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this Section 17.2.2.7 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 17.2.2.7.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 17.2.2.7.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 17.2.2.8 A loss insured under the Owner's property insurance shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements, written where legally required for validity, the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

**§ 17.2.3 Other Insurance Provided by the Owner**

*(List below any other insurance coverage to be provided by the Owner and any applicable limits.)*

**Coverage**

**Limits**

### **§ 17.3 Performance Bond and Payment Bond**

**§ 17.3.1** The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in the Contract Documents on the date of execution of the Contract.

**§ 17.3.2** Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

## **ARTICLE 18 CORRECTION OF WORK**

**§ 18.1** The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, whether discovered before or after Substantial Completion and whether or not fabricated, installed, or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense, unless compensable under Section A.1.7.3 in Exhibit A, Determination of the Cost of the Work.

**§ 18.2** In addition to the Contractor's obligations under Section 9.4, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 15.6.3, or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty.

**§ 18.3** If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section 8.3.

**§ 18.4** The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

**§ 18.5** The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Article 18.

## **ARTICLE 19 MISCELLANEOUS PROVISIONS**

### **§ 19.1 Assignment of Contract**

Neither party to the Contract shall assign the Contract without written consent of the other, except that the Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate such assignment.

### **§ 19.2 Governing Law**

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules.

### **§ 19.3 Tests and Inspections**

Tests, inspections, and approvals of portions of the Work required by the Contract Documents or by applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities shall be made at an appropriate time. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 19.4 The Owner's representative:  
(Name, address, email address and other information)

Matthew Souders, Facilities Engineer  
1565 Buchanan Trail East  
Shady Grove, PA 17251»  
«Telephone Number: 717-593-5058»  
«Email: »  
«»

§ 19.5 The Contractor's representative:  
(Name, address, email address and other information)

«»  
«»  
«»  
«Telephone Number: »  
« Email: »  
«»

§ 19.6 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

**ARTICLE 20 TERMINATION OF THE CONTRACT**

**§ 20.1 Termination by the Contractor**

If the Architect fails to certify payment as provided in Section 15.4.1 for a period of 30 days through no fault of the Contractor, or if the Owner fails to make payment as provided in Section 4.1.3 for a period of 30 days, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

**§ 20.2 Termination by the Owner for Cause**

**§ 20.2.1 The Owner may terminate the Contract if the Contractor**

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 20.2.2 When any of the reasons described in Section 20.2.1 exists, the Owner, upon certification by the Architect that sufficient cause exists to justify such action, may, without prejudice to any other remedy the Owner may have and after giving the Contractor seven days' notice, terminate the Contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor and may finish the Work by whatever reasonable method the Owner may deem expedient. Upon request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 20.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 20.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 20.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Architect, upon application, and this obligation for payment shall survive termination of the Contract.

### § 20.3 Termination by the Owner for Convenience

The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause. The Owner shall pay the Contractor for Work executed; and costs incurred by reason of such termination, including costs attributable to termination of Subcontracts; and a termination fee, if any, as follows:

*(Insert the amount of or method for determining the fee payable to the Contractor by the Owner following a termination for the Owner's convenience, if any.)*

« »

## ARTICLE 21 CLAIMS AND DISPUTES

§ 21.1 Claims, disputes, and other matters in question arising out of or relating to this Contract, including those alleging an error or omission by the Architect but excluding those arising under Section 16.2, shall be referred initially to the Architect for decision. Such matters, except those waived as provided for in Section 21.11 and Sections 15.7.3 and 15.7.4, shall, after initial decision by the Architect or 30 days after submission of the matter to the Architect, be subject to mediation as a condition precedent to binding dispute resolution.

### § 21.2 Notice of Claims

§ 21.2.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the Architect within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 21.2.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 18.2, shall be initiated by notice to the other party.

### § 21.3 Time Limits on Claims

The Owner and Contractor shall commence all claims and causes of action against the other and arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in this Agreement whether in contract, tort, breach of warranty, or otherwise, within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all claims and causes of action not commenced in accordance with this Section 21.3.

§ 21.4 If a claim, dispute or other matter in question relates to or is the subject of a mechanic's lien, the party asserting such matter may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 21.5 The parties shall endeavor to resolve their disputes by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with their Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 21.6 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association, in accordance with the Construction Industry Arbitration Rules in effect on the date of this Agreement. Demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 21.7 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the

arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 21.8 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, any party to an arbitration may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of a Claim not described in the written Consent.

§ 21.9 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

**§ 21.10 Continuing Contract Performance**

Pending final resolution of a Claim, except as otherwise agreed in writing, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

**§ 21.11 Waiver of Claims for Consequential Damages**

The Contractor and Owner waive claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 20. Nothing contained in this Section 21.11 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

This Agreement entered into as of the day and year first written above.

GROVE USA, LLC

\_\_\_\_\_  
*OWNER (Signature)*

\_\_\_\_\_  
*(Printed name and title)*

\_\_\_\_\_  
*CONTRACTOR (Signature)*

\_\_\_\_\_  
*(Printed name and title)*





# AIA® Document A312® – 2010

## Performance Bond

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

**OWNER:**  
*(Name, legal status and address)*  
Grove USA, LLC  
1565 Buchanan Trail East  
Shady Grove, PA 17251

**CONSTRUCTION CONTRACT**  
Date:

Amount:

**Description:**  
*(Name and location)*  
Paint Shop Alterations & Outdoor Paint Building  
1565 Buchanan Trail East  
Shady Grove, PA 17251

**BOND**  
Date:  
*(Not earlier than Construction Contract Date)*

Amount: 100% of Contract Price

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name  
and Title:

*(Any additional signatures appear on the last page of this Performance Bond.)*

Signature: \_\_\_\_\_

Name  
and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**

*(Architect, Engineer or other party:)*

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Construction Contract, which is incorporated herein by reference.

§ 2 If the Contractor performs the Construction Contract, the Surety and the Contractor shall have no obligation under this Bond, except when applicable to participate in a conference as provided in Section 3.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation under this Bond shall arise after

- .1 the Owner first provides notice to the Contractor and the Surety that the Owner is considering declaring a Contractor Default. Such notice shall indicate whether the Owner is requesting a conference among the Owner, Contractor and Surety to discuss the Contractor's performance. If the Owner does not request a conference, the Surety may, within five (5) business days after receipt of the Owner's notice, request such a conference. If the Surety timely requests a conference, the Owner shall attend. Unless the Owner agrees otherwise, any conference requested under this Section 3.1 shall be held within ten (10) business days of the Surety's receipt of the Owner's notice. If the Owner, the Contractor and the Surety agree, the Contractor shall be allowed a reasonable time to perform the Construction Contract, but such an agreement shall not waive the Owner's right, if any, subsequently to declare a Contractor Default;
- .2 the Owner declares a Contractor Default, terminates the Construction Contract and notifies the Surety; and
- .3 the Owner has agreed to pay the Balance of the Contract Price in accordance with the terms of the Construction Contract to the Surety or to a contractor selected to perform the Construction Contract.

§ 4 Failure on the part of the Owner to comply with the notice requirement in Section 3.1 shall not constitute a failure to comply with a condition precedent to the Surety's obligations, or release the Surety from its obligations, except to the extent the Surety demonstrates actual prejudice.

§ 5 When the Owner has satisfied the conditions of Section 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

§ 5.1 Arrange for the Contractor, with the consent of the Owner, to perform and complete the Construction Contract;

§ 5.2 Undertake to perform and complete the Construction Contract itself, through its agents or independent contractors;

§ 5.3 Obtain bids or negotiated proposals from qualified contractors acceptable to the Owner for a contract for performance and completion of the Construction Contract, arrange for a contract to be prepared for execution by the Owner and a contractor selected with the Owner's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the bonds issued on the Construction Contract, and pay to the Owner the amount of damages as described in Section 7 in excess of the Balance of the Contract Price incurred by the Owner as a result of the Contractor Default; or

§ 5.4 Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:

- .1 After investigation, determine the amount for which it may be liable to the Owner and, as soon as practicable after the amount is determined, make payment to the Owner; or
- .2 Deny liability in whole or in part and notify the Owner, citing the reasons for denial.

§ 6 If the Surety does not proceed as provided in Section 5 with reasonable promptness, the Surety shall be deemed to be in default on this Bond seven days after receipt of an additional written notice from the Owner to the Surety demanding that the Surety perform its obligations under this Bond, and the Owner shall be entitled to enforce any remedy available to the Owner. If the Surety proceeds as provided in Section 5.4, and the Owner refuses the payment or the Surety has denied liability, in whole or in part, without further notice the Owner shall be entitled to enforce any remedy available to the Owner.

§ 7 If the Surety elects to act under Section 5.1, 5.2 or 5.3, then the responsibilities of the Surety to the Owner shall not be greater than those of the Contractor under the Construction Contract, and the responsibilities of the Owner to the Surety shall not be greater than those of the Owner under the Construction Contract. Subject to the commitment by the Owner to pay the Balance of the Contract Price, the Surety is obligated, without duplication, for

- .1 the responsibilities of the Contractor for correction of defective work and completion of the Construction Contract;
- .2 additional legal, design professional and delay costs resulting from the Contractor's Default, and resulting from the actions or failure to act of the Surety under Section 5; and
- .3 liquidated damages, or if no liquidated damages are specified in the Construction Contract, actual damages caused by delayed performance or non-performance of the Contractor.

§ 8 If the Surety elects to act under Section 5.1, 5.3 or 5.4, the Surety's liability is limited to the amount of this Bond.

§ 9 The Surety shall not be liable to the Owner or others for obligations of the Contractor that are unrelated to the Construction Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the Owner or its heirs, executors, administrators, successors and assigns.

§ 10 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 11 Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within two years after a declaration of Contractor Default or within two years after the Contractor ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 12 Notice to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears.

§ 13 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

#### § 14 Definitions

§ 14.1 **Balance of the Contract Price.** The total amount payable by the Owner to the Contractor under the Construction Contract after all proper adjustments have been made, including allowance to the Contractor of any amounts received or to be received by the Owner in settlement of insurance or other claims for damages to which the Contractor is entitled, reduced by all valid and proper payments made to or on behalf of the Contractor under the Construction Contract.

§ 14.2 **Construction Contract.** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and changes made to the agreement and the Contract Documents.

§ 14.3 **Contractor Default.** Failure of the Contractor, which has not been remedied or waived, to perform or otherwise to comply with a material term of the Construction Contract.

§ 14.4 **Owner Default.** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 14.5 **Contract Documents.** All the documents that comprise the agreement between the Owner and Contractor.

§ 15 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 16 Modifications to this bond are as follows:

Sample

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company: \_\_\_\_\_ *(Corporate Seal)*

Company: \_\_\_\_\_ *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

Signature: \_\_\_\_\_  
Name and Title: \_\_\_\_\_  
Address \_\_\_\_\_

 **AIA** Document A312™ – 2010

**Payment Bond**

**CONTRACTOR:**  
*(Name, legal status and address)*

**SURETY:**  
*(Name, legal status and principal place of business)*

**OWNER:**  
*(Name, legal status and address)*

Grove USA, LLC  
1565 Buchanan Trail East  
Shady Grove, PA 17251

**CONSTRUCTION CONTRACT**  
Date:

Amount:

Description:  
*(Name and location)*  
Paint Shop Alterations & Outdoor Paint Building  
1565 Buchanan Trail East  
Shady Grove, PA 17251

**BOND**  
Date:  
*(Not earlier than Construction Contract Date)*

Amount: 100% of Contract Price

Modifications to this Bond:  None  See Section 18

**CONTRACTOR AS PRINCIPAL**  
Company: *(Corporate Seal)*

**SURETY**  
Company: *(Corporate Seal)*

Signature: \_\_\_\_\_  
Name and Title:  
*(Any additional signatures appear on the last page of this Payment Bond.)*

Signature: \_\_\_\_\_  
Name and Title:

*(FOR INFORMATION ONLY — Name, address and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer or other party:)*

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

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

§ 1 The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner to pay for labor, materials and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.

§ 2 If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies and holds harmless the Owner from claims, demands, liens or suits by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.

§ 3 If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Section 13) of claims, demands, liens or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials or equipment furnished for use in the performance of the Construction Contract and tendered defense of such claims, demands, liens or suits to the Contractor and the Surety.

§ 4 When the Owner has satisfied the conditions in Section 3, the Surety shall promptly and at the Surety's expense defend, indemnify and hold harmless the Owner against a duly tendered claim, demand, lien or suit.

§ 5 The Surety's obligations to a Claimant under this Bond shall arise after the following:

- § 5.1 Claimants, who do not have a direct contract with the Contractor,
- .1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
  - .2 have sent a Claim to the Surety (at the address described in Section 13).

§ 5.2 Claimants, who are employed by or have a direct contract with the Contractor, have sent a Claim to the Surety (at the address described in Section 13).

§ 6 If a notice of non-payment required by Section 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Section 5.1.1.

§ 7 When a Claimant has satisfied the conditions of Sections 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:

§ 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and

§ 7.2 Pay or arrange for payment of any undisputed amounts.

§ 7.3 The Surety's failure to discharge its obligations under Section 7.1 or Section 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Section 7.1 or Section 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.

§ 8 The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Section 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.

§ 9 Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.

§ 10 The Surety shall not be liable to the Owner, Claimants or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to, or give notice on behalf of, Claimants or otherwise have any obligations to Claimants under this Bond.

§ 11 The Surety hereby waives notice of any change, including changes of time, to the Construction Contract or to related subcontracts, purchase orders and other obligations.

§ 12 No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Section 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this Paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

§ 13 Notice and Claims to the Surety, the Owner or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.

§ 14 When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

§ 15 Upon request by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.

#### § 16 Definitions

§ 16.1 Claim. A written statement by the Claimant including at a minimum:

- .1 the name of the Claimant;
- .2 the name of the person for whom the labor was done, or materials or equipment furnished;
- .3 a copy of the agreement or purchase order pursuant to which labor, materials or equipment was furnished for use in the performance of the Construction Contract;
- .4 a brief description of the labor, materials or equipment furnished;
- .5 the date on which the Claimant last performed labor or last furnished materials or equipment for use in the performance of the Construction Contract;
- .6 the total amount earned by the Claimant for labor, materials or equipment furnished as of the date of the Claim;
- .7 the total amount of previous payments received by the Claimant; and
- .8 the total amount due and unpaid to the Claimant for labor, materials or equipment furnished as of the date of the Claim.

§ 16.2 Claimant. An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms "labor, materials or equipment" that part of water, gas, power, light, heat, oil, gasoline, telephone service or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials or equipment were furnished.

§ 16.3 Construction Contract. The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.

§ 16.4 Owner Default. Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.

§ 16.5 Contract Documents. All the documents that comprise the agreement between the Owner and Contractor.

§ 17 If this Bond is issued for an agreement between a Contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

§ 18 Modifications to this bond are as follows:

Sample

*(Space is provided below for additional signatures of added parties, other than those appearing on the cover page.)*

**CONTRACTOR AS PRINCIPAL**

**SURETY**

Company:

*(Corporate Seal)*

Company:

*(Corporate Seal)*

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_

Signature: \_\_\_\_\_

Name and Title: \_\_\_\_\_

Address \_\_\_\_\_





# Document A313™ – 2020

## Warranty Bond

**CONTRACTOR/PRINCIPAL:**  
*(Name, legal status, and address)*

**SURETY:**  
*(Name, legal status, and address)*

**OWNER/OBLIGEE:**  
*(Name, legal status, and address)*

Grove USA, LLC  
1565 Buchanan Trail East  
Shady Grove, PA 17251

**CONSTRUCTION CONTRACT**

Date:

Description: *(Name and location)* Paint Shop Alterations & Outdoor Paint Building  
1565 Buchanan Trail East  
Shady Grove, PA 17251

**BOND** 10% of Contract Price

Term of the Bond

The Term of this Bond commences on the date of final completion under the Construction Contract and continues for a period of 1 year, unless otherwise specified below, notwithstanding a longer warranty period set forth on the Construction Contract.

Amount of this Bond: \$

Modifications to this Bond:  None  See Section 16

**CONTRACTOR AS PRINCIPAL**

Company: *(Corporate Seal)*

**SURETY**

Company: *(Corporate Seal)*

Signature: \_\_\_\_\_

Name  
and Title:

*(Any additional signatures appear on the last page of this Warranty Bond.)*

Signature: \_\_\_\_\_

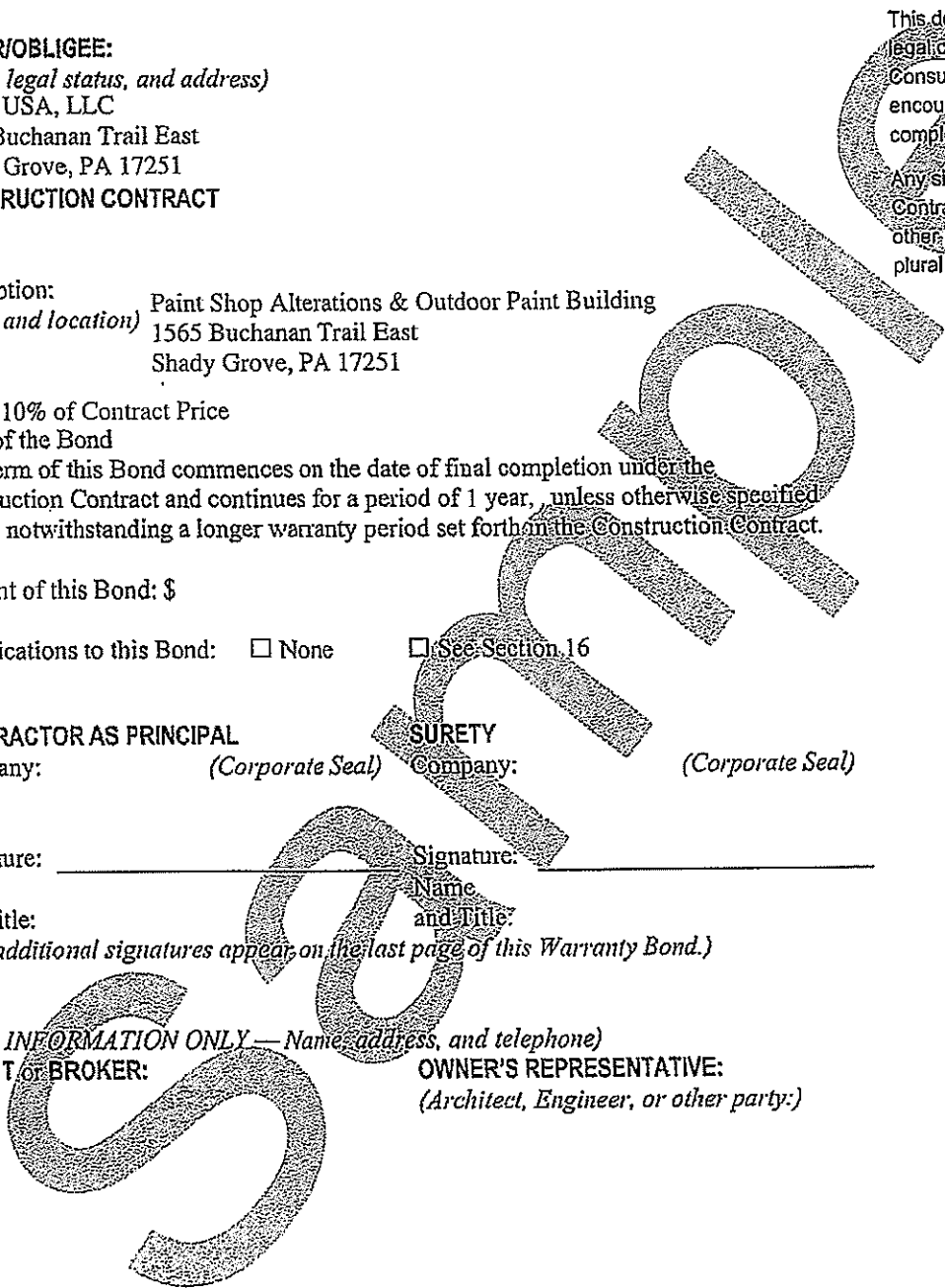
Name  
and Title:

*(FOR INFORMATION ONLY — Name, address, and telephone)*

**AGENT or BROKER:**

**OWNER'S REPRESENTATIVE:**  
*(Architect, Engineer, or other party:)*

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification. Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.





## SUPPLEMENTARY CONDITIONS

1. The following supplements modify, delete from, and/or add to the Agreement.

- A. All Articles, or portions thereof, which are not specifically modified, deleted, or superseded hereby, remain in full effect.
- B. The Agreement also may be supplemented elsewhere in the Contract Documents by provisions located in, but not necessarily limited to, Division 1 of the Specifications.

2. Article 7, Subparagraph 7.5.2 Add:

7.5.3 The Contractor will be furnished, free of charge, one copy of prints of Drawings and Specifications. The Contractor may secure additional copies of prints of Drawings and Specifications from the Engineer at the usual charge for reproduction and handling.

3. Article 9, After Subparagraph 9.2.2 add:

9.2.3. Contractor's resident superintendent shall be full-time, shall have a minimum of five (5) years, five (5) project experience in superintendent capacity, in projects of similar type and size as required by the Contract. Contractor shall submit superintendent's resume, including qualifications, at the pre-construction meeting or three (3) calendar weeks prior to commencing with the Work, whichever is the earliest. Resume shall include individual's name, years of construction experience, years of experience as superintendent, years of employment by Contractor, and a description of projects and their amounts on which the individual has worked on in the past five (5) years. Owner reserves the right to unilaterally determine the acceptability of the proposed superintendent. Contractor's resident superintendent shall be on site whenever there is work performed either by Contractor's crew, subcontractor's crew, sub--subcontractor's crew, vendors, and any other party performing or assisting with the Work under the Contractor's resident superintendent shall be present during regular and non-regular working hours; Saturday, Sunday, and any legal holiday(s) the Contractor is permitted, by Owner, to perform the Work; and during all emergencies

4. Article 9, After Subparagraph 9.3.3 add:

9.3.4 Or Equal/Substitute Items

9.3.4.1 "Or-Equal: If in Engineer's sole discretion a Product proposed by Contractor is functionally the same, is fully equivalent in quality and durability, and is sufficiently similar so that no change in related Work will be required, it may be considered by Engineer as an "or-equal" item, in which case review and approval of the proposed Product may, in Engineer's sole discretion, be accomplished without compliance with some or all of the requirements, specified in the following Paragraphs 9.3.4.3 through 9.3.4.8, for acceptance of proposed substitute items.

9.3.4.2 Substitute Items: If in Engineer's sole discretion a Product proposed by Contractor does not qualify as an "or-equal" item under Paragraph 9.3.4.1, it will be considered a proposed substitute item. The determination as to whether the Product is an "or-equal" or a proposed substitute item will be made during Engineer's review of the Product Data. If the Product proposed by the Contractor is not considered an "or-equal" Product, said Data will be returned to

the Contractor with the notation "Returned for Correction." Contractor will then be required to proceed as specified in the following Paragraphs 9.3.4.3 through 9.3.4.8.

9.3.4.3 Submit three copies of request for substitution, plus the number required to be returned to the entity making the request, to the Engineer. Each request for substitution shall cover on Product only.

9.3.4.4 Request for Equal or substitutions will be accepted only from a prime Contractor on the Project and, if requests are permitted during the Bidding period, from a Bidder as defined in the Instructions to Bidders.

9.3.4.5 If Instructions to Bidders allow requests for Equal or substitutions during the Bidding period, time the submittal so that Engineer receives the request for Equal or substitutions at least 7 days prior to the Bid opening.

9.3.4.6 Submit, with request for Equal or substitution, Drawings, Product data, warrant information, case histories, lists of projects on which the Product has been successfully used, test reports, manufacturer's company profile, name and address of manufacturer's service organization, and other data as required to establish that proposed substitute Product is fully equivalent in quality to the Product of the named manufacturer(s) and meets all Specification requirements.

9.3.4.7 Submit, with request for equal or substitution, the dollar amount which the Owner will receive as a credit toward the Contract Price if the Equal or substitution is approved. The Owner and Engineer reserve the right to make an independent investigation of the cost savings, to negotiate with the Contractor to increase the credit, and to reject a proposed Equal or substitution if the credit is considered insufficient.

9.3.4.8 The entity submitting the request for Equal or substitution shall include, on its transmittal letter, the signed statement: "The signer of this letter certifies that all requirements of Paragraph 9.3.4.8 have been or will be met." The signer of the transmittal letter, by making this statement, affirms that: the proposed substitute Product has been investigated and has been found to equal or exceed in quality and durability the Product of the named manufacturer(s) and, further, that it meets all Specification requirements; the same Product warranty, which would have been provided by the named manufacturer(s), will be provided for the substitute Product; the entity submitting the request for substitution will coordinate installation of the proposed substitute and make any required changes in the Work at no additional cost to the Owner; the entity submitting the request for substitution will not make claims for additional costs, including but not limited to costs resulting from increases in purchase price(s) and installation costs of accepted substitute Product(s), or additional time required to implement the substitution; the entity making the request for substitution will reimburse the Owner for all costs associated with review by Engineer, or others, of the request for substitution, all redesign costs, and all costs required to obtain re-approval from regulatory agencies; all licenses required for use of the proposed substitute Product will be obtained and paid for by the entity submitting the request for substitution and such license(s) will be transferred to the Owner; if required by the Engineer, the entity submitting the request for substitution will provide a special performance warranty or bond (separate from the Contract Performance Bond) as a condition of Engineer's acceptance of the proposed substitute Product (such bond may be in an amount up to 200 percent of the dollar value of the Product as determined by the Engineer).

9.3.4.9 Engineer will notify all potential bidders, through an Addendum, of the decision to accept or reject proposed substitute Product.

9.3.4.10 Engineer will be allowed a reasonable time within which to evaluate each proposed substitute. Engineer will be the sole judge of acceptability, and no substitute will be include in any bid, ordered, installed, or utilized without Engineer's prior written approval.

5. Article 9, Subparagraph 9.5 add:

The Contractor shall be responsible for the payment of all sales and use taxes required by law on all Products which may be purchased for use in and which will become part of the Work. Owner may be exempt from sales and use taxes for certain Products to be incorporated into the Work. Contractor shall obtain legal advice to determine how and to what extent the Owner's tax exemption may be utilized by the Contractor. Owner will provide, at Contractor's request, required documentation to assist Contractor in obtaining any applicable tax exemptions.

6. Article 9, Revise Subparagraph 9.6.1:

Unless otherwise provided in the Contract Documents, the Owner shall secure and pay for the building permit as well as other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

7. Article 9, After Subparagraph 9.6.2 add:

9.6.3 During the performance of this Agreement, the Contractor and subcontractor shall comply with all applicable Federal, State and Local Laws and Ordinances and all orders, rules, and regulations issued thereunder, including but not limited to:

9.6.3.1 FEDERAL OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970 (O.S.H.A.):

- a. The Contractor is required to promptly perform all reporting and recording as required by said Act.
- b. Contractor shall indemnify and hold harmless Owner, Engineer, Engineer's Consultants and the officers, directors, employees, agents and other consultants of each and any of them from and against all claims, costs, losses and damages (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals and all court or arbitration or other dispute resolution costs) caused by arising out of or resulting from the performance of the Work, is caused in whole or in part of any negligent act or omission of Contractor, and Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any negligence or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by Laws or Regulations regardless of the negligence of any such person or entity.

9.6.3.2 PENNSYLVANIA ACT 287 – UTILITIES PROTECTION – 73 P.S. 176 et. Seq.

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

#### 9.6.3.3 PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT

The Contractor is subject to the provisions of the Pennsylvania Steel Products Procurement Act of 1978, P.L. 6, as amended. The Act and amendments require that the Contractor use or furnish only steel products (as defined in the Act and amendments) which have been produced in the United States.

#### 9.6.3.4 PENNSYLVANIA ACT 247 OF 1972

The Contractor is subject to the provisions of Pennsylvania Act 247 of 1972, as amended, relating to the prevention of environmental pollution and the preservation of public natural resources.

#### 9.6.3.5 PENNSYLVANIA PUBLIC WORKS CONTRACT REGULATION LAW

The Contractor shall comply with the Pennsylvania Public Works Contract Regulation Law, as amended by Act 142 of 1994, as it relates to timely payment by Contractor/Subcontractor to its Subcontractors and suppliers.

#### 9.6.3.6 PENNSYLVANIA HUMAN RELATION ACT, 43 P.S. 951 et. seq.

A. Non-Discrimination Provision: The Contractor agrees that he will comply with the provisions of the Pennsylvania Human Relations Act pursuant to the provision of Act #222 October 27, 1955, as amended by Act #19, February 28, 1961, and in accordance with the provisions of the Governor's Code of Fair Practice, effective June 6, 1963, and the Regulations of the Pennsylvania Human Relations Commission, as approved by the Attorney General July 17, 1965, in providing equal employment opportunities in connection with all Work performed by him at the job site pursuant to this Contract. The Contractor, therefore, agrees:

- (1) That he will not discriminate nor permit discrimination by his agents, servants or employees against any employees or applicant for employment with regard to hiring, tenure or employment, promotion, terms, conditions or privileges or employment at the job site covered by this Contract, because of race, color, religion, age or national origin, and will take such affirmative action as is hereinafter set forth to prevent same.
- (2) a. That he will, in all publications or advertisements for employees to work at the job site covered by this Contract, placed by or on behalf of the Contractors, state that all qualified applicants will receive consideration for employment without regard to sex, race, color, religion, age, or national origin.
- b. That he will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be

provided by the Pennsylvania Human Relations Commission, advising the said labor union or worker's representative of the Contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to his employees and applicants for employment.

- (3) a. That he shall supply the contracting agency of the State with a periodic report, called "Compliance Report," relating to Work performed at the job site under this Contract as may be required by the Pennsylvania Human Relations Commission. The Commission shall, at all times, have access to employment records of said Contractor for purposes of investigation to ascertain compliance with the rules, regulations and orders of the Pennsylvania Human Relations Commission, relating to discrimination.
  - b. That he shall insert the provision of subsections (1), (2) and (3) of the paragraph in all Subcontracts which are entered by the Contractor under this Contract requiring Work to be done at the job site, and covenants to be binding upon such SUBCONTRACTORS.
- (4) Compliance by the Contractor with subsections (1), (2) and (3) of this paragraph shall discharge the CONTRACTOR from any liability hereunder, relating to the non-discriminatory provisions of this Agreement.

B. The Liability of Subcontractor: The Subcontractor of the Contractor under paragraph A (3) (b) above shall have the same responsibilities and obligations as the Contractor to comply with the provision of paragraph A (1), (2) and (3) hereof, and shall be subject to the applicable penalties for failure to comply as hereinafter set forth in paragraph C.

C. Penalties for Failure to Comply.

- (1) It is hereby agreed that the failure to comply with the foregoing requirements shall constitute a substantial breach of this Contract.
- (2) In the event the Pennsylvania Human Relations Commission, after investigation and hearing, shall determine that the Contractor or Subcontractor, as the case may be, has failed to comply with any of the provisions of paragraph A (1), (2), and (3) hereof, the Commission in addition to issuing any order it deems appropriate pursuant to Section 9 of the Pennsylvania

Human Relations Act, shall certify such findings to the contracting agency of the State, with a recommendation for termination of the Contract or the Subcontract, as the case may be, or with a recommendation that such Contractor or Subcontractor be declared ineligible for any further public works contracts or subcontracts for a period of not more than two years from the date of such recommendation.

- (3) Should the contracting agency of the State adopt the recommendation to terminate the Contract, written notice of the fact shall be given to the Contractor by registered mail addressed to the Contractor's registered office in Pennsylvania, in which event all obligation on the part of the contracting agency to perform this Contract shall cease, save only the obligation to pay the Contractor the sums due, including any retained amounts, for all articles delivered or Work done, or for all articles or equipment for which the Contractor may be liable, to the date of such termination.
- (4) Should the contracting agency of the State adopt the recommendation to direct the Contractor to terminate a Subcontract entered into by the Contractor under this Contract, written note of this fact shall be given to the Contractor by registered mail addressed to the Contractor's registered office in Pennsylvania, and it shall then be the obligation of the Contractor to terminate such Subcontract pursuant to said written notice.
- (5) Should the contracting agency of the State adopt the recommendation to declare the Contractor or Subcontractor, as the case may be, ineligible for further public works contracts or subcontracts, written notice of this fact and of the duration of such period of ineligibility shall be given to the Contractor or Subcontractor by registered mail addressed to the Contractor's or Subcontractor's registered office in Pennsylvania.
- (6) From any order of the Pennsylvania Human Relations Commission, the Contractor or Subcontractor, as the case may be, shall have the right of appeal as in other cases provided by law, and the contracting agency of the State shall not act upon the recommendation of the Commission specified in paragraph C (2) above until the Contractor or Subcontractor has exhausted the right of appeal provided by law, or the time for such appeal shall have expired.



9.6.3.7PENNSYLVANIA PREVAILING WAGE ACT 43 P.S. SUBSECTION 1651;

The bidders and the Contractors are also specifically notified that they must comply with the Pennsylvania Prevailing Wage Act, 43 Purdon's Statute, Section 1651, et seq. Accordingly, there is here submitted to all bidders a Pennsylvania Department of Labor and Industry prevailing wage rates to be paid by Contractors on the public works projects. This reference is to the prevailing minimum rates effective March 31, 1997. These are specifically incorporated into and made a part of this Agreement.

"Remedies and penalties.

- A. For an unintentional failure to pay the prevailing wages, the contractor will pay the difference or provide adequate security for the payment of the amounts required to be paid as prevailing wages to the affected workmen.
- B. For an intentional failure, the Contractor shall not be awarded any public contracts for three years, and the Contractor shall be liable to the commonwealth of Pennsylvania for liquidated damages, in addition to damages for any other breach of the contract, in the amount of the underpayment of wages."
- C. Duties of awarding agencies under Pennsylvania Prevailing Wage Act:
  - 1). The attached Prevailing Wage Determination is hereby incorporated into and made a part of this contract (Section 4 and Section 8, Paragraph 3).
  - 2). The following requirements are Incorporated into the specifications for the contract:
    - (a) The general prevailing minimum wage rates including contributions for employee benefits as shall have been determined by the Secretary which must be paid to the workmen employed in the performance of the contract.

The contractor shall pay no less than the wage rates as determined in the decision of the Secretary of Labor and Industry and shall comply with the conditions of the Pennsylvania Prevailing Wage Act approved August 15, 1961 (Act No. 442), as amended August 9, 1963 (Act No. 342), and the Regulations issued pursuant thereto, to assure the full and proper payment of said rates.
    - (b) Workmen shall be paid no less than such general prevailing minimum wage rates and such other provisions to assure payment thereof as heretofore set forth in this Section.
    - (c) The contract provisions shall apply to all work performed on the contract by the contractor by the contractor and to all work performed on the contract by all subcontractors.

- (d) The contractor shall insert in each of his subcontracts all of the stipulations contained in these required provisions and such other stipulations as may be required.
- (e) No workmen may be employed on the public work except in accordance with the classifications set forth in the decisions of the Secretary. In the event that additional or different classifications are necessary the procedure set forth in Section 7 of these Regulations shall be followed.
- (f) All workmen employed or working on the public work shall be paid unconditionally, regardless of whether any contractual relationship exists or the nature of any contractor, subcontractor and workmen, not less than once a week without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the rates applicable to the time worked in the appropriate classification. Nothing in the contract, the Act or these Regulations shall prohibit the payment of more than the general prevailing minimum way rates as determined by the Secretary to any workman on public work.
- (g) The contractor and each subcontractor shall post for the entire period of construction the wage determination decisions of the Secretary, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the work and at such place or places used by them to pay workmen their wages. The posted notice of wage rates must contain the following information:
  - 1. Name of Project.
  - 2. Name of public body of which it is being constructed.
  - 3. The crafts and classifications of workmen listed in the Secretary's general prevailing minimum wage rate determinations for the particular project.
  - 4. The general prevailing minimum way rates determined for each craft and classification and the effective date of any changes.
  - 5. A statement advising workmen that if they have been paid less than the general prevailing minimum wage rate for their job classification or that the contractor and/or subcontractor are not complying with the Act or these Regulations in any manner whatsoever they may file a protest with the Secretary of Labor and Industry. Any

workmen paid less than the rate specified in the contract shall have a civil right of action for the difference between the wages paid and the wages stipulated in the contract, which right of action must be exercised within six (6) months from the occurrence of the event creating such right.

- (h) The contractor and all subcontractors shall keep an accurate record showing the name, craft and/or classification, number of hours worked per day, and the actual hourly rate of wage paid (including employee benefits) to each workman employed by him in connection with the public work and such record must include any deductions from each workman. The record shall be preserved for two years from the date of payment and shall be open at all reasonable hours to the inspection of the public body awarding the contract and to the Secretary or his duly authorized representative.
- (i) Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council and only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act approved July 14, 1961 (Act No. 304) and the Rules and Regulations issued pursuant thereto shall be employed on the public work project. Any workman using the tools of a craft who does not qualify as an apprentice within the provisions of this subsection shall be paid the rate predetermined for journeymen in that particular craft and/or classification.
- (j) Wages shall be paid without any deductions except authorized deductions. Employers not parties to a contract requiring contributions for employee benefits which the Secretary has determined to be included in the general prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workmen.
- (k) Payment of compensation to workmen for work performed on public work on a lump sum basis, or a piece work system, or a price certain for the compensation of a certain amount of work, or the production of a certain result shall be deemed a violation of the Act and these Regulations, regardless of the average hourly earnings resulting therefrom.
- (l) Each contractor and each subcontractor shall file a statement each week and a final statement at the conclusion of the work on the contract with the

contracting agency, under oath, and in form satisfactory to the Secretary, certifying that all workmen have been paid wages in strict conformity with the provisions if any wages remain unpaid to set forth the amount of wages due and owing to each workman respectively.

- (m) The provisions of the Act and these Regulations are incorporated by reference in the contract.
- 3) If a Petition for Review is filed, the Awarding Agency will extend the closing date for submission of bids until five (5) days after final determination of the Secretary of Labor and Industry (Section 8, Paragraph 2).
- 4) The Awarding Agency will notify all interested parties of extension of closing date for submission of bids. (Section 8, Paragraph 3).
- 5) The Awarding Agency will enforce the posting of wage rate determinations at the job site (Section 9 of the Act and Regulation Section 9.104, Paragraph (b)).
- 6) The contractor and all subcontractors shall file weekly wage certifications. Copy of approved form will be provided (Section 10 (a) of the Act and Regulation Section 9.110, Paragraph (a)).
- 7) Before final payment is made, final wage certifications from all contractors and subcontractors (Section 19 (a)) shall be submitted to the Awarding Agency.
- 8) When notified by Secretary of Labor and Industry of the filing of wage claims by workmen, the awarding agency may withhold from the monies due to the contractor or subcontractor sufficient funds to pay all claims determined to be valid and when so directed by the Secretary of Labor and Industry, should pay wages directly to the workmen (Section 10 (b)).
- 9) Where an awarding agency has knowledge that any person or firm has failed to pay the rates predetermined, it will notify the Secretary of Labor and Industry in writing (Section 11 (a)).

#### 9.6.3.8 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 not the intent to limit the acceptance to any one material or product specified, but rather to name or describe it as the absolute minimum standard that is desired and acceptable. A material or product of lesser quality would not be acceptable. Where proprietary names are used, whether or not followed by the words "or as approved equal", they shall be subject to equals only as approved by the architect and/or engineer.

#### 9.6.3.9 NO CASH ALLOWANCES:

No cash allowances for any purpose are included in the specifications of this project.

8. Article 9, At the end of Subparagraph 9.12 add:

If the contractor fails to clean up, the Owner may do so and the cost thereof shall be charged to the respective prime contractor. If a dispute arises between the Contractor and subcontractor as to their responsibility for the cleaning up, the Owner may clean up and charge the cost thereof to the Contractor as the Owner shall determine to be just.

9. Article 9, At the end of Subparagraph 9.15.2 add:

9.15.3 Should Contractor cause damage to the work or property of any separate contractor at the site, or should any claim arising out of Contractor's performance of the Work at the site be made by any separate contractor against Contractor, Owner, Engineer, the Construction Coordinator or any person, Contractor shall promptly attempt to settle with such other contractor by agreement, or to otherwise resolve the dispute by arbitration or at law. Contractor shall, to the fullest extent permitted by Laws and Regulations, indemnify and hold Owner, Engineer and the Construction Coordinator harmless from and against all claims, damages, losses and expenses (including, but not limited to, fees of engineers, architects, attorneys and other professionals and court and arbitration costs) arising directly, indirectly or consequentially of any action, legal or equitable, brought by any separate contractor against Owner, Engineer or the Construction Coordinator to the extent based on a claim arising out of the Contractor's performance of the Work. Should a separate contractor cause damage to the Work or property of Contractor or should the performance of Work by any separate contractor at the site give rise to any other claim, Contractor shall not institute any action, legal or equitable, against Owner, Engineer or the Construction Coordinator or permit any action against any of them to be maintained and continued in its name or for its benefit in any court or before any arbiter which seeks to impose liability on or to recover damages from Owner, Engineer or the Construction Coordinator on account of any such damage or claim. If Contractor is delayed at any time in performing or furnishing Work by any act or neglect of a separate contractor and Owner and Contractor are unable to agree as to the extent of any adjustment in Contract Time attributable thereto, Contractor may make a claim for an extension of time in accordance with Article 12. An extension of Contract Time shall be Contractor's exclusive remedy with respect to Owner, Engineer and Construction Coordinator for any delay, disruption, interference or hindrance caused by any separate contractor. This paragraph does not prevent recovery from Owner, Engineer or Construction Coordinator or activities that are their respective responsibilities.

10. Article 9, After Subparagraph 9.15.2 add:

9.16 Contractor's responsibility shall include repairing, replacing, or restoring damaged property to its original or better conditions, or the payment of money in a sum equal to the reasonable value of the damage caused to such property. If Contractor fails to promptly repair or replace damaged property, Owner may have the work performed by others and the cost of such work shall be deducted from Contractor's subsequent progress payment.

11. Article 10, After Subparagraph 10.9 add:

10.10 The Engineer shall give the Contractor all desired assistance in interpreting specifications, drawings, or written instructions. Such assistance or lack thereof shall not relieve the Contractor from its responsibility to perform the Work in accordance with the Contract Documents.

The fact that the Engineer has permitted faulty work, or work to be performed not in accordance with the Contract Documents will not prevent the Engineer or Owner from requiring that the Contractor corrects any faults or incorrect construction immediately.

The Engineer may not enter into any agreement with a Subcontractor which binds the Owner to make payments for work performed by the Subcontractor absent express written permission by the Owner for the specific work and Subcontractor involved.

12. Article 12, After Subparagraph 12.3 add:

12.4 The Owner will have the authority and responsibility for scheduling and coordination of the activities among the various prime contractors at the site.

13. Article 13, After Subparagraph 13.1 add:

13.1.1 When submitting a Change Order request, the Contractor shall provide such information as the Engineer may require for the preparation of the Change Order in accordance with the General Conditions. Such information may include, but not be limited to, the following:

Itemized description of the addition, deletion, or revision to the Work.

Itemized description of the change in the Contract Price, including itemized contractor's /subcontractor's labor costs and materials pricing data to enable determination of the necessity and reasonableness of the costs. For work performed by subcontractor(s), documentation may require submittal of actual invoices.

Description of the change, if any, in the Contract Time. The Contractor shall submit adequate documentation to satisfactorily prove that the nature of the delay actually and unavoidably will impact the Contract Times.

14. Article 14, After Subparagraph 14.5, add:

14.6 Regular or working hours for the Project are defined as 7:00 A.M. to 4:00 P.M. Monday through Friday. If Owner consents to Contractor working during non-regular hours or on Saturday, Sunday, or any legal holiday, Contractor shall reimburse Owner for wages, salaries, and expenses paid to Owner's and Engineer's personnel which, in the Owner's Judgment are required to be present at the Project Site during the Contractor's Work. Contractor's reimbursement to Owner for these extra personnel costs will be in the form of a deduction from a progress payment. Contractor's superintendent shall also be present during performance of Work during non-regular hours, or on Saturday, Sunday, or any legal holiday.

14.7 In planning his construction schedule within the agreed Contract Time, it shall be assumed that the Contractor has anticipated the amount of adverse weather conditions normal to the site of the Work for the season or seasons of the year involved. Only those weather delays attributable to other than normal weather conditions will be considered by the Engineer.

14.8 When the Contract Time has been extended, as provided per the Agreement, such extension of time shall not be considered as justifying extra compensation to the Contractor for administrative costs or other such reasons.

15. Article 15, At the end of subparagraph 15.1.1, add:

The form of application for payment shall be AIA Document G702, "Application and Certificate for Payment," supported by continuation sheet or sheets approved by the Engineer.

16. Article 15, After Subparagraph 15.1.1 add:

15.1.1.1 If, in the opinion of the Engineer, the preliminary schedule of values is distorted, the Contractor shall provide substitution of the questioned items in the form of executed subcontracts or Purchase Orders.

17. Article 15, After Subparagraph 15.4.4 add:

15.4.5 In the event the project is substantially complete but one or more items remain to be completed or are in dispute between Owner or Contractor, the parties shall value the items in dispute. Owner shall retain a sum equal to 150% of such value as recommended by the Engineer, and shall pay the balance of the retainage to Contractor. In the event Owner is found to have retained in excess of 150% of the value of the items in dispute by a Board of Arbitration, Owner shall pay Contractor interest on such monies for the period of the excess retainage at the rate of six percent (6%) percent per annum.

18. Article 15, After Subparagraph 15.6.5 add:

15.6.5 If, after Substantial Completion of the work, final completion thereof is materially delayed through no fault of the Contractor, and the Engineer so confirms, the Owner shall, upon application by the Contractor and certification by the Engineer, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of surety is to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Engineer prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of claims.

19. Article 16, After Subparagraph 16.2.3 add:

16.3 The Contractor shall provide during non-working hours, a maintenance crew to correct conditions, which are hazardous to the public or detrimental to proper system operation. If the Contractor refuses, or fails to correct the problem within a reasonable period of time, the Owner will have the necessary corrections performed by other and the full cost of the work shall be deducted from Contractor's subsequent Applications for Payment. Names, addresses, and telephone numbers of the Contractor's emergency repair personnel shall be submitted to the Owner and Engineer at the pre-construction conference. In the event of an emergency if Contractor refuses, or fails to respond to Owner's directive to make necessary corrections Owner may stop work immediately without seven days' written notice as required by General Conditions Paragraph 14.2.

20. Article 17, After Subparagraph 17.3.1 add:

17.3.2 All bonds and insurance required by the Contract Documents to be purchased and maintained by Owner or Contractor shall be obtained from surety or insurance companies that are duly licensed or authorized in the jurisdiction in which the Project is located to issue Bonds or insurance policies for the limits and coverages so required. Such surety and insurance companies

shall also meet such additional requirements and qualifications as may be provided in the Supplementary Conditions.

Contractor shall deliver to Owner, with copies to each additional insured identified in the Supplementary Conditions, certificates of insurance (and other evidence of insurance requested by Owner or any other additional insured) which Contractor's is required to purchase and maintain in accordance with Supplementary Conditions Paragraph 11.1.2.

Contractor shall submit evidence of required insurance coverage on the most current Acord 25 "Certificate of Insurance" form. All the policies of insurance required to be purchased and maintained by Contractor shall not be cancelled or materially changes until thirty days prior notice has been given by Contractor to Owner and Engineer and to each additional insured, and shall contain waiver provisions in accordance with General Conditions Paragraph 11.3.7.

21. Article 17.3, After Subparagraph 17.3.2 add:

17.3.3 Contractor shall provide a Performance Bond and a Labor and Material Payment Bonds, each in an amount of 100% of the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall be provided before the final award of the Contract. These Bonds shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by the Contract Documents.

17.3.4 Said Bonds shall be a security for the payment of all persons performing labor and furnishing materials in connection with the Project. Said Bonds shall be issued by Sureties approved by the Commonwealth's Department of Insurance to do business in Pennsylvania and be in form and content satisfactory to the Owner. Performance Bond and Labor and Material Payment Bond shall be submitted on AIA Document A312. All Bonds shall be issued to the Owner in duplicate prior to final execution of the Agreement.

22. Article 17, After Subparagraph 17.3.4 add:

**17.4 Warranty Bond**

17.4.1 Contractor shall furnish a Warranty Bond in accordance with AIA Document A313-2020 covering faithful performance of the Contract and warranty obligations arising thereunder as stipulated in the Contract documents on the date of execution of the contract.

17.4.2 The Contractor shall furnish a copy of the bond associated with the warranty of the work performed by the Contractor prior to final award of contract.

17.4.3 Contractor shall furnish a Warranty Bond, in an amount at least equal to ten percent (10%) of the Contract Price as security for the faithful warranty of the Contractor's work under the Contract Documents. This Bond shall remain in effect at least until one year after the date when final payment becomes due, except as provided otherwise by the Contract Documents.

17.4.4 Bond shall be a security for covering faithful performance of the Contract and warranty obligations arising thereunder as stipulated in the Contract documents on the date of execution of the contract. Said Bond shall be issued by Sureties approved by the Commonwealth's Department of Insurance to do business in Pennsylvania and be in form and content satisfactory to the Owner. Performance Bond and Labor and Material Payment Bond shall be submitted on AIA Document A312. Warranty Bond shall be submitted in duplicate on AIA Document A 313 prior to final execution of the Agreement.



23. Article 19, After Subparagraph 19.6 add:

19.7 If there are any conflicts, errors, ambiguities, or discrepancies within the Contract Documents, the documents shall be interpreted in the following order of precedence: (1) Agreement, together with all Written Amendments, (2) Supplementary Conditions, (3) Standard General Conditions, (4) Specifications together with all Written Amendments, Change Orders, Work Orders, Change Directives, Field Orders, and Engineer's written interpretations and clarifications, (5) Drawings as more specifically identified in the Agreement, together with all Written Amendments, Change Orders, Work Orders, Change Directives, Field Orders and Engineer's written interpretations and clarifications.

24. Article 21, After Subparagraph 21.1 add:

Engineer's written decision on claims, disputes, or appeals from Engineer's decision is taken within thirty days of the date of Engineer's written decision to the Court of Common Pleas of Franklin County, Pennsylvania. The Owner and Contractor may mutually agree to submit such claim, dispute, or other matter to voluntary mediation or arbitration following the written decision of the Engineer. When functioning as interpreter and judge under subparagraph 21.1, Engineer will not show partiality to Owner or Contractor and will not be liable in connection with any interpretation or decision rendered in good faith in such capacity. The rendering of a decision by Engineer pursuant to subparagraph 21.1 with respect to any such claim, dispute or other matter (except any which have been waived by the making or acceptance of final payment) will be a condition precedent to any exercise by Owner or Contractor of such rights or remedies as either may otherwise have under the Contract Documents or by Laws or Regulations in respect of any such claim, dispute or other matter pursuant to the Contract Documents.

25. Article 21, Subparagraph 21.3 is to be deleted in its entirety and replaced with the following:

21.3 Time Limits on Claims

As between Owner and Engineer, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued as provided by the laws of the Commonwealth of Pennsylvania. Nothing herein shall be deemed to have caused any applicable statute of limitations to commence to run or any alleged cause of action to have accrued in the event of any latent defect not discovered until after issuance of the final certificate for payment. Any applicable statute of limitations shall commence on any cause of action related to an alleged latent defect upon actual discovery of such latent defect. Owner reserves all rights and privileges applicable to it pursuant to the doctrine of *nullum tempus occurrit regi*.

26. Article 21, Subparagraphs 21.5, 21.6, 21.7, 21.8 and 21.9 are to be deleted in their entirety.

27. Article 21, Subparagraph 21.11:

Deleted in its entirety.

END OF SUPPLEMENTARY CONDITIONS



CERTIFICATE OF NON SEGREGATED FACILITIES

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

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

Date \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
(Name of Bidder)

Official Address  
(including Zip Code):

By: \_\_\_\_\_

\_\_\_\_\_  
(Title)



NON-COLLUSION AFFIDAVIT

Contract/Bid No. 24044-A

State of: \_\_\_\_\_ :  
County of: \_\_\_\_\_ : ss

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (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 o discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.
5. \_\_\_\_\_ (Firm), its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last four 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:

I state that \_\_\_\_\_ (Firm) understands and Acknowledges that the above responsibilities are material and important and will be relied on by the Owner 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 GROVE USA, LLC of the true facts relating to the submission of bids for this contract.

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(Name and Company Position)

SWORN TO AND SUBSCRIBED  
BEFORE ME THIS \_\_\_\_\_ DAY  
OF \_\_\_\_\_ 2024.

My Commission Expires:

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## INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid and in accordance with the Pennsylvania Anti-bid-Rigging Act, 73 P.S. §§ 1161 et seq.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “Complementary Bid” as used in the Affidavit has the meaning commonly associated with the term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form or bid submitted for the purpose of giving a false appearance of completion.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.





00840

NOTICE OF INTENT TO AWARD

Dated \_\_\_\_\_

TO: \_\_\_\_\_  
Contractor  
\_\_\_\_\_  
Address

OWNER's CONTRACT NOS.  
24044-A – Paint Shop Alterations & Outdoor Paint Building

CONTRACT FOR Grove USA, LLC  
1565 Buchanan Trail East  
Shady Grove, PA 17251

Gentlemen:

You are notified that your Bid dated \_\_\_\_\_, 2024 for the above Contract has been considered. You are the apparent Successful Bidder and are hereby notified that the Owner, represented by the undersigned, intends to award a contract to you for General Construction Contract work.

The Contract Price of your contract is \_\_\_\_\_ Dollars (\$ .00).

Three (3) copies of the project Contract Documents and Drawings are attached.

You must comply with the following conditions precedent within ten (10) days of the date of this Notice of Award, that is by \_\_\_\_\_, 2024:

1. You must deliver to the office of the Engineer three (3) executed counterparts of the Agreement, including all the Contract Documents, properly signed by you as the Contractor. This includes the triplicate sets of Drawings. Each of the Contract Documents and Drawings must bear original signatures on the signature pages and cover pages.
2. As specified in Article 17 of the Agreement you must deliver the Certificate of Insurance, Performance Bond (AIA) A312, and Warranty Bond A313 with the executed Agreement.

Please make these submissions to our Engineer:

David Black Associates, Inc.  
501 Lincoln Way East  
Chambersburg, Pennsylvania, 17201

Failure to comply with these conditions within the time specified will entitle OWNER to consider your bid in default, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten (10) days after you comply with the above conditions, OWNER will return to you one fully signed counterpart of the Agreement with the Contract Documents attached.

Please execute the Acceptance of this Notice and return one copy to the Engineer, David Black Associates, Inc., 501 Lincoln Way East, Chambersburg, Pennsylvania.

ENGINEER: DAVID BLACK ASSOCIATES, INC.

By: \_\_\_\_\_  
(Authorized Signature)

David J. Black  
\_\_\_\_\_  
(Typed Name)

President  
\_\_\_\_\_  
(Title)

ACCEPTANCE OF NOTICE

CONTRACTOR: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

NOTICE TO PROCEED

To: \_\_\_\_\_

Contract Nos. 24044-A – Paint Shop Alterations & Outdoor Paint Building

Description of Work:

Provide and construct a complete functioning outdoor paint room building with foundations, support framing, weatherproof enclosure, special sprinkler system and all utilities. Convert a designated section of the existing paint shop for first floor office space and a new second floor structure for miscellaneous product storage. Provide and install a complete functioning 30 ton crane assembly in a designated section of the existing paint shop with foundations, framing, remote controlled crane assembly and all utilities. Provide and install with modifications new overhead doors where noted. Option to regrade and install heavy duty reinforced concrete paving as an add alternate in designated areas.

For: Grove USA, LLC  
1565 Buchanan Trail East  
Shady Grove, PA 17251

Gentlemen:

On behalf of the Owner, Grove USA, LLC, you are Notified that the Contract times under the above contract will commence to run on \_\_\_\_\_, 2024. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 2 of the Agreement, the dates of Substantial Completion and completion and readiness for final payment are (360 days) \_\_\_\_\_, 2025 and (390 days) \_\_\_\_\_, 2025.

One (1) copy of the fully executed Agreement will be delivered to your office separately.

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

DAVID BLACK ASSOCIATES, INC.

By: \_\_\_\_\_  
David J. Black, P.E.

ACCEPTANCE OF NOTICE

Receipt of the above Notice to Proceed is hereby acknowledged This \_\_\_\_\_ Day of \_\_\_\_\_, 2024.

CONTRACTOR: \_\_\_\_\_

\_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Typed Name)

\_\_\_\_\_  
(Title)

NOTICE TO PROCEED

00860-1

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

Project Name:	Grove USA, LLC Paint Shop Alterations & Outdoor Paint Building
General Description:	Provide and construct a complete functioning outdoor paint room building with foundations, support framing, weatherproof enclosure, special sprinkler system and all utilities. Convert a designated section of the existing paint shop for first floor office space and a new second floor structure for miscellaneous product storage. Provide and install a complete functioning 30 ton crane assembly in a designated section of the existing paint shop with foundations, framing, remote controlled crane assembly and all utilities. Provide and install with modifications new overhead doors where noted. Option to regrade and install heavy duty bituminous paving as an add alternate in designated areas.
Project Locality	1565 Buchanan Trail East, Shad
Awarding Agency:	Grove USA, LLC
Contract Award Date:	10/1/2024
Serial Number:	24-06266
Project Classification:	Building/Heavy/Highway
Determination Date:	6/27/2024
Assigned Field Office:	Harrisburg
Field Office Phone Number:	(717)787-4763
Toll Free Phone Number:	(800)932-0665
Project County:	Franklin County

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

Project: 24-06266 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	6/26/2023		\$38.70	\$29.11	\$67.81
Asbestos & Insulation Workers	7/1/2024		\$35.80	\$34.06	\$69.86
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2024		\$36.71	\$19.13	\$55.84
Boilermakers	1/1/2023		\$51.27	\$35.30	\$86.57
Boilermakers	1/1/2024		\$52.10	\$35.72	\$87.82
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/30/2023		\$38.27	\$18.18	\$56.45
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	4/28/2024		\$38.62	\$19.68	\$58.30
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/4/2025		\$40.47	\$19.68	\$60.15
Bricklayers, Stone Masons, Pointers, Caulkers, Cleaners	5/3/2026		\$42.32	\$19.68	\$62.00
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2023		\$33.01	\$18.41	\$51.42
Carpenters, Drywall Hangers, Framers, Instrument Men, Lathers, Soft Floor Layers	6/1/2024		\$33.72	\$19.20	\$52.92
Cement Finishers & Plasterers	4/30/2023		\$28.23	\$22.27	\$50.50
Cement Finishers & Plasterers	4/28/2024		\$30.23	\$22.27	\$52.50
Cement Finishers & Plasterers	5/4/2025		\$32.23	\$22.27	\$54.50
Cement Finishers & Plasterers	5/3/2026		\$34.23	\$22.27	\$56.50
Cement Masons	5/1/2023		\$32.90	\$22.70	\$55.60
Cement Masons	5/1/2024		\$33.80	\$22.80	\$56.60
Drywall Finisher	5/1/2023		\$30.10	\$22.14	\$52.24
Drywall Finisher	5/1/2024		\$30.33	\$22.79	\$53.12
Electricians	6/1/2023		\$37.00	\$26.67	\$63.67
Electricians	6/1/2024		\$38.75	\$27.03	\$65.78
Electricians	6/1/2025		\$38.75	\$30.87	\$69.62
Electricians	6/1/2026		\$38.75	\$34.71	\$73.46
Elevator Constructor	1/1/2023		\$53.93	\$38.34	\$92.27
Elevator Constructor	1/1/2024		\$60.76	\$39.19	\$99.95
Glazier	5/1/2023		\$31.23	\$20.66	\$51.89
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	1/1/2023		\$25.31	\$17.29	\$42.60
Laborers (Class 01 - See notes)	1/1/2024		\$26.31	\$17.79	\$44.10
Laborers (Class 02 - See notes)	1/1/2023		\$28.06	\$17.29	\$45.35
Laborers (Class 02 - See notes)	1/1/2024		\$29.56	\$17.79	\$47.35
Laborers (Class 03 - See notes)	1/1/2023		\$27.66	\$17.29	\$44.95
Laborers (Class 03 - See notes)	1/1/2024		\$28.66	\$17.79	\$46.45
Laborers (Class 04 - See notes)	1/1/2023		\$24.31	\$17.29	\$41.60
Laborers (Class 04 - See notes)	1/1/2024		\$25.31	\$17.79	\$43.10

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

<b>Project: 24-06266 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Landscape Laborer (Skilled)	1/1/2023		\$23.79	\$18.28	\$42.07
Landscape Laborer (Skilled)	1/1/2024		\$24.79	\$18.53	\$43.32
Landscape Laborer (Skilled)	1/1/2025		\$25.79	\$18.78	\$44.57
Landscape Laborer (Skilled)	1/1/2026		\$26.79	\$19.03	\$45.82
Landscape Laborer (Tractor Operator)	1/1/2023		\$24.09	\$18.28	\$42.37
Landscape Laborer (Tractor Operator)	1/1/2024		\$25.09	\$18.53	\$43.62
Landscape Laborer (Tractor Operator)	1/1/2025		\$26.09	\$18.78	\$44.87
Landscape Laborer (Tractor Operator)	1/1/2026		\$27.09	\$19.03	\$46.12
Landscape Laborer	1/1/2023		\$23.37	\$18.28	\$41.65
Landscape Laborer	1/1/2024		\$24.37	\$18.53	\$42.90
Landscape Laborer	1/1/2025		\$25.37	\$18.78	\$44.15
Landscape Laborer	1/1/2026		\$26.37	\$19.03	\$45.40
Marble Mason	5/1/2023		\$34.80	\$17.74	\$52.54
Marble Mason	5/1/2024		\$35.25	\$19.24	\$54.49
Marble Mason	5/1/2025		\$37.20	\$19.24	\$56.44
Marble Mason	5/1/2026		\$39.15	\$19.24	\$58.39
Millwright	6/1/2023		\$39.21	\$22.95	\$62.16
Millwright	6/1/2024		\$41.07	\$22.95	\$64.02
Millwright	6/1/2025		\$43.00	\$22.95	\$65.95
Millwright	6/1/2026		\$44.97	\$22.95	\$67.92
Operators (Class 01 - see notes)	7/1/2023		\$35.87	\$20.92	\$56.79
Operators (Class 01 - see notes)	7/1/2024		\$36.87	\$21.42	\$58.29
Operators (Class 02 -see notes)	7/1/2023		\$31.25	\$20.92	\$52.17
Operators (Class 02 -see notes)	7/1/2024		\$32.87	\$21.42	\$54.29
Operators (Class 03 - See notes)	7/1/2023		\$28.70	\$20.92	\$49.62
Operators (Class 03 - See notes)	7/1/2024		\$29.70	\$21.42	\$51.12
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2022		\$26.60	\$20.62	\$47.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2023		\$28.30	\$20.92	\$49.22
Operators (Class 04 - Chief of Party (Surveying and Layout))	7/1/2024		\$29.30	\$21.42	\$50.72
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2022		\$25.60	\$20.62	\$46.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2023		\$27.30	\$20.92	\$48.22
Operators (Class 04 - Instrument Person (Surveying & Layout))	7/1/2024		\$28.30	\$21.42	\$49.72
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2022		\$25.15	\$20.62	\$45.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2023		\$26.85	\$20.92	\$47.77
Operators (Class 04 - Rodman/Chainman (Surveying and Layout))	7/1/2024		\$27.85	\$21.42	\$49.27
Painters Class 1 (see notes)	5/1/2023		\$27.02	\$17.54	\$44.56
Painters Class 1 (see notes)	5/1/2024		\$27.59	\$18.08	\$45.67
Painters Class 2 (see notes)	5/1/2020		\$27.43	\$15.99	\$43.42

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

Project: 24-06266 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Painters Class 3 (see notes)	5/1/2020		\$33.18	\$15.99	\$49.17
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Plasterers	5/1/2023		\$31.33	\$20.83	\$52.16
Plasterers	5/1/2024		\$32.93	\$21.08	\$54.01
Plumber/Pipefitter	5/1/2023		\$41.36	\$29.72	\$71.08
Roofers (Composition)	5/1/2023		\$42.63	\$34.62	\$77.25
Roofers (Composition)	5/1/2024		\$44.13	\$34.77	\$78.90
Roofers (Shingle)	5/1/2023		\$32.85	\$22.10	\$54.95
Roofers (Shingle)	5/1/2024		\$34.35	\$22.20	\$56.55
Roofers (Slate & Tile)	5/1/2023		\$35.85	\$22.10	\$57.95
Roofers (Slate & Tile)	5/1/2024		\$37.35	\$22.20	\$59.55
Sheet Metal Workers	6/1/2022		\$40.22	\$41.01	\$81.23
Sheet Metal Workers	6/1/2023		\$41.41	\$42.32	\$83.73
Sheet Metal Workers	6/1/2024		\$43.09	\$43.14	\$86.23
Sign Makers and Hangars	7/15/2022		\$30.54	\$24.35	\$54.89
Sign Makers and Hangars	7/15/2023		\$31.76	\$24.63	\$56.39
Sprinklerfitters	4/1/2023		\$44.33	\$28.04	\$72.37
Sprinklerfitters	4/1/2024		\$46.45	\$28.62	\$75.07
Terrazzo Finisher	5/1/2023		\$35.79	\$19.25	\$55.04
Terrazzo Finisher	5/1/2024		\$35.66	\$20.76	\$56.42
Terrazzo Grinder	5/1/2023		\$36.54	\$19.25	\$55.79
Terrazzo Grinder	5/1/2024		\$36.42	\$20.76	\$57.18
Terrazzo Mechanics	5/1/2023		\$36.51	\$21.00	\$57.51
Terrazzo Mechanics	5/1/2024		\$36.44	\$22.51	\$58.95
Tile & Marble Finisher	5/1/2023		\$32.91	\$15.49	\$48.40
Tile & Marble Finisher	5/1/2024		\$33.36	\$16.99	\$50.35
Tile & Marble Finisher	5/1/2025		\$35.31	\$16.99	\$52.30
Tile & Marble Finisher	5/1/2026		\$37.26	\$16.99	\$54.25
Tile Setter	5/1/2023		\$34.80	\$17.74	\$52.54
Tile Setter	5/1/2024		\$35.25	\$19.24	\$54.49
Tile Setter	5/1/2025		\$37.20	\$19.24	\$56.44
Tile Setter	5/1/2026		\$39.15	\$19.24	\$58.39
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93



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

<b>Project: 24-06266 - Building</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
Truckdriver class 3 (see notes)	1/1/2016		\$28.10	\$16.88	\$44.98
Window Film / Tint Installer	6/1/2019		\$24.52	\$12.08	\$36.60
Window Film / Tint Installer	6/1/2024		\$26.37	\$14.83	\$41.20

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

Project: 24-06266 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Carpenter	1/1/2023		\$38.35	\$20.59	\$58.94
Carpenter	1/1/2024		\$39.85	\$21.34	\$61.19
Carpenter	1/1/2025		\$41.10	\$22.09	\$63.19
Carpenter	1/1/2026		\$42.35	\$22.84	\$65.19
Carpenter Welder	1/1/2023		\$39.85	\$20.59	\$60.44
Carpenter Welder	1/1/2024		\$41.35	\$21.34	\$62.69
Carpenter Welder	1/1/2025		\$42.60	\$22.09	\$64.69
Carpenter Welder	1/1/2026		\$43.85	\$22.84	\$66.69
Carpenters - Piledriver/Welder	1/1/2023		\$40.63	\$21.22	\$61.85
Carpenters - Piledriver/Welder	1/1/2024		\$42.13	\$21.97	\$64.10
Carpenters - Piledriver/Welder	1/1/2025		\$43.38	\$22.72	\$66.10
Carpenters - Piledriver/Welder	1/1/2026		\$44.63	\$23.47	\$68.10
Cement Finishers	1/1/2023		\$34.14	\$25.05	\$59.19
Cement Finishers	1/1/2024		\$35.14	\$26.30	\$61.44
Cement Finishers	1/1/2025		\$35.94	\$27.50	\$63.44
Cement Masons	1/1/2020		\$32.84	\$21.10	\$53.94
Electric Lineman	5/29/2023		\$51.40	\$29.62	\$81.02
Electric Lineman	6/3/2024		\$52.80	\$30.61	\$83.41
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2021		\$34.01	\$31.13	\$65.14
Iron Workers (Bridge, Structural Steel, Ornamental, Precast, Reinforcing)	7/1/2023		\$36.26	\$31.38	\$67.64
Laborers (Class 01 - See notes)	1/1/2023		\$29.85	\$25.50	\$55.35
Laborers (Class 01 - See notes)	1/1/2024		\$32.10	\$25.50	\$57.60
Laborers (Class 01 - See notes)	1/1/2025		\$33.60	\$26.00	\$59.60
Laborers (Class 01 - See notes)	1/1/2026		\$34.60	\$27.00	\$61.60
Laborers (Class 02 - See notes)	1/1/2023		\$30.01	\$25.50	\$55.51
Laborers (Class 02 - See notes)	1/1/2024		\$32.26	\$25.50	\$57.76
Laborers (Class 02 - See notes)	1/1/2025		\$33.76	\$26.00	\$59.76
Laborers (Class 02 - See notes)	1/1/2026		\$34.76	\$27.00	\$61.76
Laborers (Class 03 - See notes)	1/1/2023		\$30.50	\$25.50	\$56.00
Laborers (Class 03 - See notes)	1/1/2024		\$32.75	\$25.50	\$58.25
Laborers (Class 03 - See notes)	1/1/2025		\$34.25	\$26.00	\$60.25
Laborers (Class 03 - See notes)	1/1/2026		\$35.25	\$27.00	\$62.25
Laborers (Class 04 - See notes)	1/1/2023		\$30.95	\$25.50	\$56.45
Laborers (Class 04 - See notes)	1/1/2024		\$33.20	\$25.50	\$58.70
Laborers (Class 04 - See notes)	1/1/2025		\$34.70	\$26.00	\$60.70
Laborers (Class 04 - See notes)	1/1/2026		\$35.70	\$27.00	\$62.70
Laborers (Class 05 - See notes)	1/1/2023		\$31.36	\$25.50	\$56.86
Laborers (Class 05 - See notes)	1/1/2024		\$33.61	\$25.50	\$59.11
Laborers (Class 05 - See notes)	1/1/2025		\$35.11	\$26.00	\$61.11
Laborers (Class 05 - See notes)	1/1/2026		\$36.11	\$27.00	\$63.11
Laborers (Class 06 - See notes)	1/1/2023		\$28.20	\$25.50	\$53.70
Laborers (Class 06 - See notes)	1/1/2024		\$30.45	\$25.50	\$55.95
Laborers (Class 06 - See notes)	1/1/2025		\$31.95	\$26.00	\$57.95

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

Project: 24-06266 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Laborers (Class 06 - See notes)	1/1/2026		\$32.95	\$27.00	\$59.95
Laborers (Class 07 - See notes)	1/1/2023		\$30.85	\$25.50	\$56.35
Laborers (Class 07 - See notes)	1/1/2024		\$33.10	\$25.50	\$58.60
Laborers (Class 07 - See notes)	1/1/2025		\$34.60	\$26.00	\$60.60
Laborers (Class 07 - See notes)	1/1/2026		\$35.60	\$27.00	\$62.60
Laborers (Class 08 - See notes)	1/1/2023		\$32.35	\$25.50	\$57.85
Laborers (Class 08 - See notes)	1/1/2024		\$34.60	\$25.50	\$60.10
Laborers (Class 08 - See notes)	1/1/2025		\$36.10	\$26.00	\$62.10
Laborers (Class 08 - See notes)	1/1/2026		\$37.10	\$27.00	\$64.10
Millwright	6/1/2023		\$41.51	\$23.33	\$64.84
Millwright	6/1/2024		\$43.46	\$23.33	\$66.79
Millwright	6/1/2025		\$45.46	\$23.33	\$68.79
Millwright	6/1/2026		\$47.52	\$23.33	\$70.85
Operators (Class 01 - see notes)	1/1/2023		\$36.50	\$23.58	\$60.08
Operators (Class 01 - see notes)	1/1/2024		\$38.30	\$24.03	\$62.33
Operators (Class 01 - see notes)	1/1/2025		\$40.10	\$24.23	\$64.33
Operators (Class 02 -see notes)	1/1/2023		\$36.22	\$23.58	\$59.80
Operators (Class 02 -see notes)	1/1/2024		\$38.02	\$24.03	\$62.05
Operators (Class 02 -see notes)	1/1/2025		\$39.82	\$24.23	\$64.05
Operators (Class 03 - See notes)	1/1/2023		\$32.58	\$23.58	\$56.16
Operators (Class 03 - See notes)	1/1/2024		\$34.38	\$24.03	\$58.41
Operators (Class 03 - See notes)	1/1/2025		\$36.18	\$24.23	\$60.41
Operators (Class 04 - See notes)	1/1/2023		\$32.09	\$23.58	\$55.67
Operators (Class 04 - See notes)	1/1/2024		\$33.89	\$24.03	\$57.92
Operators (Class 04 - See notes)	1/1/2025		\$35.69	\$24.23	\$59.92
Operators (Class 05 - See notes)	1/1/2023		\$31.88	\$23.58	\$55.46
Operators (Class 05 - See notes)	1/1/2024		\$33.68	\$24.03	\$57.71
Operators (Class 05 - See notes)	1/1/2025		\$35.48	\$24.23	\$59.71
Operators Class 1-A	1/1/2023		\$39.50	\$23.58	\$63.08
Operators Class 1-A	1/1/2024		\$41.30	\$24.03	\$65.33
Operators Class 1-A	1/1/2025		\$43.10	\$24.23	\$67.33
Operators Class 1-B	1/1/2023		\$38.50	\$23.58	\$62.08
Operators Class 1-B	1/1/2024		\$40.30	\$24.03	\$64.33
Operators Class 1-B	1/1/2025		\$42.10	\$24.23	\$66.33
Painters Class 1 (see notes)	5/1/2018		\$23.92	\$14.37	\$38.29
Painters - Line Stripping	12/1/2023		\$42.10	\$27.43	\$69.53
Painters Class 2 (see notes)	5/1/2023		\$29.15	\$17.54	\$46.69
Painters Class 2 (see notes)	5/1/2024		\$29.72	\$18.08	\$47.80
Painters Class 3 (see notes)	5/1/2023		\$34.90	\$17.54	\$52.44
Painters Class 3 (see notes)	5/1/2024		\$35.47	\$18.08	\$53.55
Pile Driver Divers (Building, Heavy, Highway)	1/1/2023		\$58.70	\$21.22	\$79.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2024		\$60.95	\$21.97	\$82.92
Pile Driver Divers (Building, Heavy, Highway)	1/1/2025		\$62.82	\$22.72	\$85.54
Pile Driver Divers (Building, Heavy, Highway)	1/1/2026		\$64.70	\$23.47	\$88.17

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

<b>Project: 24-06266 - Heavy/Highway</b>	<b>Effective Date</b>	<b>Expiration Date</b>	<b>Hourly Rate</b>	<b>Fringe Benefits</b>	<b>Total</b>
Piledrivers	1/1/2023		\$39.13	\$21.22	\$60.35
Piledrivers	1/1/2024		\$40.63	\$21.97	\$62.60
Piledrivers	1/1/2025		\$41.88	\$22.72	\$64.60
Piledrivers	1/1/2026		\$43.13	\$23.47	\$66.60
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2022		\$48.43	\$40.28	\$88.71
Truckdriver class 1(see notes)	1/1/2023		\$33.04	\$22.13	\$55.17
Truckdriver class 1(see notes)	1/1/2024		\$34.79	\$22.63	\$57.42
Truckdriver class 1(see notes)	1/1/2025		\$36.29	\$23.13	\$59.42
Truckdriver class 1(see notes)	1/1/2026		\$37.79	\$23.63	\$61.42
Truckdriver class 2 (see notes)	1/1/2023		\$33.50	\$22.43	\$55.93
Truckdriver class 2 (see notes)	1/1/2024		\$35.25	\$22.93	\$58.18
Truckdriver class 2 (see notes)	1/1/2025		\$36.75	\$23.43	\$60.18
Truckdriver class 2 (see notes)	1/1/2026		\$38.25	\$23.93	\$62.18
Truckdriver class 3 (see notes)	1/1/2019		\$29.45	\$19.73	\$49.18

## KEY COMPLIANCE GUIDELINES

It is suggested that a copy of this complete document be given to your Project, Construction Manager, and/or Architect so that they are fully aware of the RACP requirements related to each. This document should be included in your bid packages and should be made an addendum to any and all construction contracts, plans and specifications related to the RACP project.

Compliance with all RACP requirements, including the key items in these guidelines will be monitored frequently throughout the construction phase of your project and will be reviewed once more during the legislatively mandated close-out audit.

## COMPETITIVE BIDDING REQUIREMENTS

The sole and exclusive bidding requirement for RACP projects is in the Capital Facilities Debt Enabling Act (Act 67 of 2004), which states "Notwithstanding any other provision of law, the solicitation of a minimum of three written bids for all contracted construction work on redevelopment assistance capital projects shall be the sole requirement for the composition, solicitation, opening and award of bids on such projects." Unless the terms of the law change, the Office of the Budget cannot grant waivers for bidding requirements to Grantees.

RACP projects are not subject to separation of trades. You are REQUIRED to solicit a minimum of three (3) bids for "all generally contracted work" being performed within the RACP defined scope of work. You are not required to receive three (3) bid responses. However, you should provide documentation to prove that at least three bids were solicited by providing copies of the solicitation letters (preferably on letterhead of the bidding entity) used in the bidding process. You are not required to select the lowest bidder, but if you do not, you will have to provide a brief written justification for your selection. Note: there is NO threshold level under the RACP program regardless of the size or dollar amount associated with the work to be performed. You need to show that you solicited a minimum of three (3) bids for any contract to be eligible for RACP.

Bidding is acceptable at either the general contractor level (described in option a. below) or at the sub-contractor level (described in option b. below):

- **General Contractor (GC) Level** - If you chose to bid at the GC level, please note that the bid should encompass the entire RACP scope of work to be performed including all associated construction work. The dollar amount bid on the project must include 100% of the work to be performed by the GC and the sub-contractors. Bidding at the GC level will require submission of bidding and construction related documents at the GC level only (see Sub-Contractor level below for a distinction)
- **Sub-Contractor Level** - If you choose not to solicit three bids for a General Contractor, then you are required to solicit a minimum of three bids for EACH Sub-Contractor covering all trades involved in the project. Note that any self-performed work by a non-bid GC is NOT an eligible cost for reimbursement OR match purposes. Bidding at the Sub-Contractor level will require submission of bidding and construction related documents at the sub level...meaning proof of

bidding, construction contracts, payment and performance bonds, insurance etc. will need to be provided for every sub-contractor in the RACP scope.

Professional Services: Professional services associated with the project are not required to be bid as these associated costs are only eligible as match.

Change Orders: Grantees and/or Sub-Grantees are not required to competitively bid out change orders as long as the work was within the RACP scope of the original bid and is less than 20% of the total contract. If a change order is for work beyond the RACP scope of work originally bid, the Grantee will be required to competitively bid out the new scope of work in order to be considered RACP eligible.

## **PENNSYLVANIA STEEL PRODUCTS PROCUREMENT ACT**

The Office of the Budget (OB) cannot grant waivers to the Pennsylvania Steel Products Procurement Act (SPPA) unless the terms of the law change. All RACP Grantees must comply with the SPPA. If a Grantee/RACP project fails to abide by the SPPA, it does so at its own risk.

A full explanation on the RACP steel requirements is available as a PDF download.

Up to 2011, OB only accepted the ST-4 Form (justification for the use of foreign steel) that the Department of General Services (DGS) had exclusively devised to address exceptions linked to the requirements of the SPPA, when it was necessary. Since 2011, OB has approved the acceptability of two more DGS ST Forms (ST-2, ST-3) with some caveats, providing that the forms are properly filled out. The ST-1 Form will not be accepted by OB. It is not necessary for the ST-2, ST-3, and ST-4 Forms to be notarized.

Since 2013, OB has utilized the DGS Exempt Machinery and Equipment Steel Products listings (2024, 2023, 2022) as part of the RACP steel policy. DGS published a Statement of Policy - Steel Products Procurement in the Pennsylvania Bulletin Volume 43, Number 6 dated February 9, 2013 (See PA Bulletin #43, pages 85-86) that discussed their production of an annual list, based on their analysis of submitted ST-4 forms, which exempts certain steel products not produced domestically in sufficient quantity. DGS publishes an updated "Exemption List" annually.

Please be aware that ST forms are acceptable only in cases where nonstructural steel needs to be addressed. The DGS ST forms do not replace the steel certification forms associated with structural steel. OB will continue to require the submission of steel mill certifications to demonstrate compliance with the steel requirements for structural steel.

The PDF copies of the three acceptable ST Forms for RACP listed below can be obtained from the RACP website:

- ST-2 Steel Origin Certification: Non-Identifiable, Non-Structural Steel
- ST-3 75% U.S. Manufacture Certification
- ST-4 Not Domestically Manufactured: Prime Contractor (only to be used when requesting items to be exempted that are not found on the current year's List of Exempt Machinery and Equipment Steel Products)

It is suggested that the certifications be collected at the time any steel for the project is purchased and delivered to ease the collection process.

Be advised that OB DOES NOT need to approve the ST forms prior to the start of the construction period. The ST forms need to be submitted to demonstrate that compliance, when and where necessary, has been met.

We shall deem as ineligible all contracts that are unable to demonstrate compliance via the submission of steel certifications for Structural Steel and for Non-structural Steel the submission of steel certifications and/or ST forms and/or DGS Exempt Machinery and Equipment Steel Products List. Therefore, the value of construction contracts associated with non-compliant steel will be removed (both materials and labor costs) from the scope of the project, which may in turn affect the project's ability to leverage their full grant amount (project may not receive its full grant).

Recycled products, melted from previously used steel, are acceptable, providing that adequate documentation from the supplier has been furnished. The supplier shall certify that the recycled steel product was produced in the USA.

## TRADE PRACTICES ACT

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

- **Argentina:** carbon steel wire rod and cold-rolled carbon steel sheet.
- **Brazil:** welded carbon steel pipes and tubes; carbon steel wire rod; tool steel; certain stainless steel products, including hot-rolled stainless steel bar; stainless steel wire rod and cold-formed stainless steel bar; pre-stressed concrete steel wire strand; hot-rolled carbon steel plate in coil; hot-rolled carbon steel sheet; and cold-rolled carbon steel sheet.
- **South Korea:** welded carbon steel pipes and tubes; hot-rolled carbon steel plate; hot-rolled carbon steel sheet; and galvanized steel sheet.
- **Spain:** certain stainless steel products, including stainless steel wire rod, hot-rolled stainless steel bars; and cold-formed stainless steel bars; pre-stressed concrete steel wire strand; and certain steel products, including hot-rolled steel plate, cold-rolled carbon steel plate, carbon steel structural shapes; galvanized carbon steel sheet, hot-rolled carbon steel bars, and cold-formed carbon steel bars.

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

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

## **PUBLIC WORKS CONTRACTORS' BOND LAW (PAYMENT & PERFORMANCE BONDS)**

The requirement for 100% payment and performance (P&P) bonds is a state law; the Office of the Budget cannot waive this requirement.

A performance bond must be obtained at 100% of the contract amount, conditioned upon the faithful performance of the contract in accordance with the plans, specifications, and conditions of the contract. Such bond shall be solely for the protection of the contracting body which awarded said contract.

A payment bond must be obtained at 100% of the contract amount. Such bond shall be solely for the protection of claimants supplying labor or materials to the Grantee, its contractor or to any of its subcontractors, in the prosecution of the work provided for in such contract, and shall be conditioned for the prompt payment of all such material furnished or labor supplied or performed in the prosecution of the work. "Labor or materials" shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site.

## **PA PREVAILING WAGE ACT (PWA)**

The Office of the Budget cannot grant waivers for the PA Prevailing Wage Act. All Grantees must comply with the act. Grantees that fail to abide by the Prevailing Wage Act do so at their own risk. Please do not assume that PA Prevailing Wage is always consistent with your local union wages.

All projects should apply for a wage determination letter prior to the start of construction by registering the project with the PA Department of Labor and Industry to obtain the prevailing wage rates relevant to your project. This determination sheet will provide the necessary trade classifications for the project, along with their corresponding hourly wage and hourly fringe rates that are required for the certified payrolls required as part of RACP. The wage determination should be obtained within 120 days of the award of construction contracts. If necessary, the Department of Labor and Industry can issue determinations letters after construction has begun.

The prevailing wage information and forms can be found on the [PA Department of Labor & Industry website](#).

## **AMERICANS WITH DISABILITIES ACT (ADA)**

Typically your architect should provide a letter stating the plans and specs are in compliance with ADA regulations. Additionally, the Grantee agrees to comply with the General Prohibitions Against Discrimination, 28 C.F.R. § 35.130, and all other regulations promulgated under Title II of The Americans with Disabilities Act which are applicable to all benefits, services, programs, and activities provided by the commonwealth through contracts.

## **FIDELITY BONDS**

The Grantee shall procure and furnish evidence to OB, of fidelity bonds with coverage to be maintained under the administrative title of the position, in amounts and for such positions as are reasonably



determined by OB. Fidelity Bonding is also commonly known as "Employee Dishonesty Insurance." Grantees should submit certificates of insurance to support fidelity bond coverage is in effect and the coverage amount meets or exceeds the RACP grant amount, or the coverage amount meets or exceeds the monthly project funding schedule contained in Appendix C of the grant agreement. For Grantees with multiple projects and/or grants larger than \$5,000,000 the coverage amount can be the lesser of either \$1,000,000 or 20% of the RACP grant amount(s).

## **INSURANCE REQUIREMENTS**

- **Worker's Compensation Insurance** - The Grantee shall provide Worker's Compensation Insurance where required, and shall accept full responsibility for the payment of premiums for Worker's Compensation Insurance and Social Security, as well as income tax withholding and any other taxes or payroll deductions required by law for its employees who are performing services related to the project.
- **General Liability & Property Damage Insurance** - The Grantee will provide and maintain comprehensive general liability and property damage insurance in the minimum amount of \$250,000.00 per person for injury and death in a single occurrence; \$1,000,000.00 per occurrence for injury or death of more than one (1) person in a single occurrence; and \$500,000.00 for a single occurrence of property damage, and which shall be endorsed to protect the commonwealth.
- **Flood Insurance** – If the project is wholly or partially within a floodplain, proof of sufficient flood insurance coverage must be provided. In any case, a project is required to provide a copy of a floodplain map of the project area, with the project site being delineated thereon.

*Identify Commonwealth as Additional Insured:* The commonwealth shall be listed on the above insurance policies as an additional insured. Upon request, the Grantee shall furnish proof of insurance as required by this section to OB.

## **RESTRICTIONS ON GOVERNMENTAL ENTITIES SELLING RACP PROJECTS**

Article 8 of the RACP Grant Agreement spells out sale price restrictions for a governmental entity that sells property that was acquired and/or improved with RACP funds. The restrictions are required to insure that the Grantees CANNOT sell the property for a net gain or even recoup the value of the grant in the sale price. [A PDF download is available that contains more information on Article 8.](#)



## EXHIBIT C

### PROJECT SPECIFICATION LIST

#### Division 1 - General Requirements:

- 01011 Summary
- 01120 Alteration Project Procedures
- 01310 Project Management and Coordination
- 01330 Submittal Procedure
- 01400 Quality Requirements
- 01410 Permits
- 01420 Permit Requirements
- 01500 Temporary Facilities and Controls
- 01600 Product Requirements
- 01730 Execution
- 01770 Closeout Procedures
- 01782 Operation and Maintenance Data
- 01783 Project Record Documents

#### Division 2 - Site Work:

- 02060 Demolition
- 02110 Site Clearing
- 02202 Rock Removal
- 02207 Aggregate Materials
- 02211 Rough Grading
- 02218 Landscape Grading
- 02222 Excavation
- 02223 Backfilling
- 02225 Trenching
- 02721 Aggregate Base Course

#### Division 3 - Concrete:

- 03300 Cast-in-Place Concrete

#### Division 4 - Masonry:

- 04100 Mortar
- 04300 Unit Masonry System
- 04523 Masonry Accessories

#### Division 5 - Metals:

- 05120 Structural Steel
- 05311 Steel Roof Deck
- 05500 Metal Fabrications

#### Division 6 - Wood and Plastic:

- 61063 Rough Carpentry

#### Division 7 - Thermal and Moisture Protection:

- 07212 Board Insulation
- 07900 Joint Sealers

Division 8 - Doors and Windows:

08111 Standard Steel Doors and Frames  
08410 Aluminum entrances and Windows  
08710 Finish Hardware  
08800 Glazing

Division 9 - Finishes:

09260 Gypsum Board Systems  
09900 Painting

Division 10 - Specialties

Not Used

Division 11 - Equipment

Not Used

Division 12 - Furnishings:

Not Used

Division 13 - Special Construction:

13990 Minor Alteration Work

Division 14 - Conveying Systems:

Not Used

Division 15 - Mechanical

Not Used

Division 16 - Electrical

Not Used

EXHIBIT E

Copy Printed 6/26/2024. To confirm status of revision check the Manitowoc Crane Group Americas Procedures – Lotus Notes database.  
**Printed Copy is Uncontrolled**

	<p align="center"><b>Company Procedure</b></p> <p align="center"><b>Contractor Safety Agreement</b></p> <p align="center"><b>Appendix A</b></p>	<p>Number: OM138 Appendix A                  Revision Number: J                  Revision Date: 2/26/22                  Owner: OM Safety                  ISO Reference: 7.5.1                  Page: 1 of 14</p>
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Revision Number	Revision Descriptions	Revision Date
E	Revised sections 5.1, 5.3, 6.12, 10.1. Added section 11-Fall Protection & 12 Contractor Audit	12 April 2010
	Reviewed – No changes	10 Oct 2011
F	Revised section 6.7, Added 11.2, Added section on certification of training.	1/30/12
G	Updated signature sheet for Safety Agreement. Changed Manitowoc Crane Group to Manitowoc Cranes – Shady Grove. Clarified 6.13 designated smoking areas.	16 Feb 2013
H	Edited sections 2, 3, 5, and 6. Added 12 and 13.	15 Mar 2014
H	Annual review- no changes- CJC	3/7/15
H	Annual review- no changes- CES	1/25/16
I	Added section 2,	2/14/16
I	Annual review- no changes- CES	2/7/17
I	Annual review- no changes- CES	1/30/18
I	Annual review- no changes- CES	1/4/19
J	Added sections 15 & 16 - CJC	2/26/22
J	Annual review- no changes- CJC	3/20/23

**SAFETY AGREEMENT**

FOR CONTRACTORS AND SUBCONTRACTORS AT ALL  
 MANITOWOC CRANES - SHADY GROVE/PORT WASHINGTON  
 BUSINESS UNITS

FOR CONTRACTORS AND SUBCONTRACTORS PROVIDING  
 SERVICES ON  
 MANITOWOC CRANES – SHADY GROVE/PORT WASHINGTON  
 CONTROLLED PREMISES

These regulations have been documented and published in an attempt to prevent accidents and personal injuries. They are not intended to be all inclusive, but rather a guide for the contractor. It is the responsibility of the contractor's management personnel to enforce these and all other safety rules and best safety practices. Also, the contractor is to provide the necessary safety equipment and to perform the required services in such a manner as to eliminate the causes of personal injuries and accidents.

**1.0 Occupational Safety and Health Act**



	<b>Company Procedure</b>  <b>Contractor Safety Agreement Appendix A</b>	<b>Number:</b> OM138 Appendix A <b>Revision Number:</b> J <b>Revision Date:</b> 2/26/22 <b>Owner:</b> OM Safety <b>ISO Reference:</b> 7.5.1 <b>Page:</b> 2 of 14
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- 1.1. All materials supplied to or work performed on Manitowoc Cranes – Shady Grove/Port Washington premises shall comply fully with the provisions of Federal and applicable State Occupational Safety and Health Acts and the standards and regulations under said laws and the Contractor certifies that all such materials supplied and work performed will conform to and comply with such standards and regulations.
- 1.2. Manitowoc is proud to have injury rates that are lower than industry averages and therefore wants to help ensure the safety of their employees by employing subcontractors with excellent injury statistics. Subcontractors are required to supply their past performance of injury statistics to Manitowoc to help assist in selection of contractors for various jobs.

## **2.0 Permit to Work**

2.1 A Contractor Permit to Work will be completed by the contractor representative as well as the Manitowoc representative responsible for bringing contractor onsite prior to work beginning. Permit to work shall be issued for either “Project” type work or for everyday routine operations as some contractors work onsite daily. All contractors involved in “High Risk Activities” such as but not limited to the following tasks (work at heights, confined spaces, electrical, hot work, trenching and excavation, servicing machinery and equipment, etc..) will have a work permit issued prior to starting work.

2.1.1 Project type work is a short duration project such as but not limited to construction of buildings, installation of new equipment, remodeling projects, or tear down projects.

2.1.2 Everyday operations consist of everyday operations that are issued by plant maintenance. These are contractors that are onsite on a daily basis.

2.1.3 “Low risk activities” such as janitorial services, vending services, pest control services are exempt from having to complete permits to work.

## **3.0 Facility Access & Emergency Procedures**

3.1 All outside contractor’s employees will be required to sign in and out at the Front Desk or either East or West Guard Gate on arriving and leaving daily. Manitowoc Cranes – Shady Grove reserves the right to inspect all incoming and outgoing vehicles, packages, bags, toolboxes, etc. This is for the protection of both the contractor and Manitowoc Cranes – Shady Grove personnel. For Port Washington facility- must sign in and out at front desk.

3.2 Contractor’s personnel are to park in the parking area designated by the Manitowoc Cranes - Shady Grove/Port Washington facilities.

3.3 Any contractor which needs to drive personal or companies vehicles within the Shady Grove plant must abide by our plant driving regulations which include: 10 MPH speed limit, stop at all stop signs, headlights to vehicle must be turned on, seatbelts are required to be worn. Failure to abide by driving regulations may result in





	<b>Company Procedure</b>  <b>Contractor Safety Agreement Appendix A</b>	<b>Number:</b> OM138 Appendix A <b>Revision Number:</b> J <b>Revision Date:</b> 2/26/22 <b>Owner:</b> OM Safety <b>ISO Reference:</b> 7.5.1 <b>Page:</b> 3 of 14
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suspension of in plant driving privileges.

3.4 If an emergency should occur at Shady Grove facility, using internal phones dial X1300 for medical emergency and X1111 for fire emergency. At Port Washington facility, contact building management onsite.

3.5 Review evacuation plan of building that you will be working in prior to starting work. Meet at designated location on map, inform Manitowoc supervisor that you are a subcontractor when going through headcount.

#### **4. Personal Protective Equipment**

##### 4.1 Eye Protection

All contractors' employees must wear safety glasses with side shields or other safety equipment as required while they are conducting any activities while on Manitowoc Cranes – Shady Grove/Port Washington premises. Safety glasses are required in all areas except offices or designated break rooms- unless contract work is being performed in these areas. For all grinding operations, employees must wear safety glasses with side shields and grinding shields.

##### 4.2 Work Clothing

Wear the proper footwear when working within the manufacturing shops (metatarsal safety shoes mandatory). When working exterior of manufacturing buildings or on construction activities, steel toed shoes are common practice among many contractors and are permitted. No other types of shoes are permitted. Wear proper clothing in the plant (no shorts or tank tops are permitted).

##### 4.3 Hard Hats

Wear a hard hat if you are working in any of the Test Track yards, or where an overhead hazard is present. Designated construction sites (like new buildings) will require the use of hard hats during the construction phase.

##### 4.4 Hearing Protection

Use hearing protection in designated areas. Entrance doors will be appropriately marked with hearing protection required signs in areas requiring hearing protection.

##### 4.5 Gloves

Use hand protection that is commensurate with the expected type of hazard(s) that would be encountered with the task at hand. Leather gloves for welding, cut resistant for handling sharp objects, high voltage gloves for electrical work, etc.

##### 4.6 High Visibility Vests



	<p style="text-align: center;"><b>Company Procedure</b></p> <p style="text-align: center;"><b>Contractor Safety Agreement</b></p> <p style="text-align: center;"><b>Appendix A</b></p>	<p>Number: OM138 Appendix A Revision Number: J Revision Date: 2/26/22 Owner: OM Safety ISO Reference: 7.5.1 Page: 4 of 14</p>
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Shady Grove facility has adopted a high visibility vest policy for certain areas of the plant to help ensure that employees are more visible to vehicle operators. Contact your plant representative prior to starting to work to verify if this requirement will apply to where contractor will be working.

## **5.0 Welding and Welding Equipment (Hot Work)**

5.1 When performing welding operations, a weld helmet along with flame retardant clothing consisting of at least a weld coat must be worn when performing welding operations.

5.2 A written hot work permit must first be obtained from an authorized person (Plant Engineering Supervisor or Manager or designee, Environmental Health & Safety Manager) before welding or cutting is commenced at each separate location on Manitowoc Cranes – Shady Grove premises. For Port Washington facility, a hot work permit may be obtained by contacting the plant supervisor.

5.3 A shield must be used to protect all persons from the flash of electric welding, whenever possible.

5.4 All electric welding machines are to be equipped with standard electrical equipment to fit the outlets existing on Manitowoc Cranes- Shady Grove/ Port Washington premises. Temporary electrical hook-ups will not be permitted unless made by a qualified electrician.

5.5 Acetylene and oxygen cylinders shall be protected against tipping by use of standard portable welding carts to which the cylinders must be secured. If portable carts used for compressed gases are not immediately available, the cylinders shall be secured to a stationary object of sufficient strength to hold the cylinders until a cart can be obtained. Unless the valve is protected by a recess in the cylinder, a metal cap shall be used to protect the valve against damage when the cylinder is not connected for use. During transportation of cylinders, metal caps must be in place. Each set-up must be accomplished by the proper equipment to shut off the valves in case of an emergency.

5.6 When not in use, acetylene and oxygen cylinders must be turned off, capped, and secured.

5.7 All Hot work must be done in accordance with Manitowoc’s Hot Work Permit program. Hot Work Permits are valid for one day, one shift, or when change in personnel performing hot work occurs.

## **6.0 Ladders**

6.1 All ladders used shall be of wooden or fiberglass construction, not painted, OSHA-approved and in good condition. When used in buildings, they shall be equipped with ladder safety shoes. Contractors WILL NOT be permitted to use the Manitowoc Cranes



	<b>Company Procedure</b>  <b>Contractor Safety Agreement Appendix A</b>	<b>Number:</b> OM138 Appendix A <b>Revision Number:</b> J <b>Revision Date:</b> 2/26/22 <b>Owner:</b> OM Safety <b>ISO Reference:</b> 7.5.1 <b>Page:</b> 5 of 14
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– Shady Grove/Port Washington business unit’s ladders. When not in use, all ladders shall be safely stored.

6. 2 Ladders are to be used as intended for the specific design of the ladder. (i.e., A-frame style ladders cannot be folded up and used as a straight ladder).

## **7.0 Confined Space Entry**

7.1 Identified permit required confined spaces on site include sanitary sewer & electrical manholes, sewer sumps, compactor crawl space, dust collectors, scale pit, slag hopper pits, and spray booth pits/stacks. Port Washington confined space entry locations include pit at shot blaster.

7.2 Entry into such spaces requires that a confined space permit be obtained from either maintenance department supervisor or safety department in Shady Grove or Port Washington site supervisor. .

7.3 Prior to entering confined space, permit must be completed along with air testing completed by entry supervisor of contractor, and any other corresponding requirements for allowable entry into the confined space. A copy of the confined space entry permit must be readily posted at site.

7.4 After completion of work in confined space, permit must be returned to maintenance department for recordkeeping purposes.

7.5 Equipment is to be supplied by contractor completing confined space entry. Back up equipment for Shady Grove can be obtained from Plant Engineering department; however, contractor assumes all responsibility in proper use of equipment, inspection of equipment prior to use, and return of equipment in original condition to Plant Engineering.

## **8.0 Fall Protection**

8.1 Contractor is responsible for ensuring that applicable OSHA fall protection standards are met. Fall protection can be accomplished by several different methods such as but not limited to personal fall arrest systems, guard railing, warning lines, safety nets, safety monitoring systems. Prior to starting work, contractor should review applicable OSHA standards on fall protection for type of work to be completed and select appropriate fall protection system to meet standard.

8.2 Manitowoc Cranes – Shady Grove/Port Washington reserves the right to enforce a higher standard than OSHA on fall protection. With such right, when working on roof surfaces a warning line system with roof monitor is permissible, however anyone outside of perimeter of warning line system must be secured via fall prevention or fall protection equipment.

8.3 Roofing operations- repair, HVAC service, etc.

a. Inspections of roofing can be performed without fall protection according to



	<p style="text-align: center;"><b>Company Procedure</b></p> <p style="text-align: center;"><b>Contractor Safety Agreement</b></p> <p style="text-align: center;"><b>Appendix A</b></p>	<p>Number: OM138 Appendix A Revision Number: J Revision Date: 2/26/22 Owner: OM Safety ISO Reference: 7.5.1 Page: 6 of 14</p>
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OSHA's regulations. For Manitowoc Cranes – Shady Grove/Port Washington, this is acceptable up to within 6 feet of roof edge. For inspections to be performed along edge of roof, a scissor or boom lift is to be utilized. Contracting company is responsible for supplying equipment and training to its operators.

b. Precautions are to be taken when utilizing lifts- area must be roped or coned off to eliminate employees from entering work zone. Ensure doorways are appropriately marked from interior.

c. Performing HVAC service work- Technicians once on top of roof via roof access ladders are to go directly to HVAC unit that is to be worked on. Technicians are required to tie off to the unit with positioning lanyard and full body harness. This is an acceptable practice provided that the technician cannot reach edge of roof; this process is considered fall restraint which is an approved OSHA methodology.

d. Roof repairs- when utilizing a safety monitoring system- all 4 sides of work zone are to be identified by warning lines and warning lines must go from access ladder to work zone to identify clearly defined boundaries.

## **9.0 Hazard Communication & Safety Data Sheets**

9.1 The contractor will be requested to supply to Manitowoc Cranes – Shady Grove/Port Washington, Safety Data Sheets for any hazardous or toxic materials the contractor may bring into a Manitowoc Cranes – Shady Grove facility for his/her work. Retain a copy of SDS with you on the job site unless it has already been forwarded to the safety department for storage on the GROVE MSDS database.

9.2 Any chemicals brought on site are to be reviewed with Manitowoc prior to bringing them onsite to ensure proper protection of not only subcontract employees but Manitowoc's as well. All chemicals are required to be kept in closed and labeled containers. All chemicals must be stored appropriately in accordance with the Safety Data Sheet when not in use.

## **10.0 Lockout/Tagout and Electrical**

10.1 Manitowoc's policy is that there is not to be any work involved with live electrical. Proper lockout/tagout procedures as well as Arc Flash Protection shall be utilized when working with electrical systems.

10.2 ONLY trained and qualified personnel are permitted to be engaged in electrical work, the subcontractor agent will certify that personnel are trained and qualified to perform such activity by signing the subcontractor agreement certification of training statement.

10.3 Locks and tags must be clearly marked for identification of Lockout/Tagout process as well as contain the name of the individual that the lock belongs to.





	<p style="text-align: center;"><b>Company Procedure</b></p> <p style="text-align: center;"><b>Contractor Safety Agreement Appendix A</b></p>	<p><b>Number:</b> OM138 Appendix A <b>Revision Number:</b> J <b>Revision Date:</b> 2/26/22 <b>Owner:</b> OM Safety <b>ISO Reference:</b> 7.5.1 <b>Page:</b> 7 of 14</p>
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## **11. 0 Construction**

11.1 Prior to conducting any excavation work, plant engineering must be involved to ensure that all utilities are properly located. A competent person must be designated from the contracting company to ensure proper excavation/trenching methods are utilized.

11.2 All excavations shall be provided with suitable solid barriers or railings plus adequate warning lights, signs, or other devices. Suitable barriers should either guard against fall or eliminate/limit access to work zone. Proper sloping or bracing shall be completed to eliminate any entrapment as defined by OSHA regulations.

11.3 All necessary precautions shall be taken to protect all persons in any area when work is being performed either overhead or at floor level. Guards or other adequate protections (such as barricading area) must be provided whenever holes, inserts, bolts, or other hazards are left in, on, or above the floor.

11.4 Overhead work (i.e., work on ceiling, lights, overhead cranes, etc...) must never be done over any person or over any area when people and/or trucks are moving without first obtaining specific permission of the Maintenance Department Superintendent, Plant Engineering Department, EH&S manager, or in the case of Port Washington the site supervisor. Contractor must inform Manitowoc supervisor in work area that work involving use of a lift will be occurring in the area prior to starting work. Work area beneath must be secured by guarding work zone via barricading area with barrier tape or other suitable means.

11.5 When conducting overhead work with manlifts and/or scissor lifts (such as wiring at ceiling height or above crane rails, repairing overhead garage doors) suitable means must be taken to secure work zone from contact with overhead cranes. Manitowoc Cranes - Shady Grove facility has adopted removable crane blocks as its suitable method to ensure safe work zone. Crane rails are to be de-energized first and then crane rail blocks are to be placed on each side of the work zone no less than 20' feet in each direction on both sets of crane rails. Crane rail blocks may be obtained from the Reliance Crane building. Once work is complete, the crane rail blocks are to be returned to the Reliance Crane building. Subcontractor is responsible for providing fall protection harnesses and ensuring such harnesses are suitable for use. Another alternative is to secure remote controls for overhead cranes in both directions of the work zone. Remote controls must be under the control of the employee performing overhead work at all times.

11.6 IF for any reason work is to be conducted while standing on the crane rails, employees are to be tied off to a fall protection system. The system obtained by the Shady Grove facility is that which attaches from one building column to another. Subcontractor must install fall protection system and complete inspection of system prior to conducting any work from the crane rails. The fall protection system may be



	<p style="text-align: center;"><b>Company Procedure</b></p> <p style="text-align: center;"><b>Contractor Safety Agreement Appendix A</b></p>	<p><b>Number:</b> OM138 Appendix A <b>Revision Number:</b> J <b>Revision Date:</b> 2/26/22 <b>Owner:</b> OM Safety <b>ISO Reference:</b> 7.5.1 <b>Page:</b> 8 of 14</p>
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obtained from the Reliance Crane building. Once work is complete, the fall protection system is to be returned to the Reliance Crane building.

11.7 Areas in which work is being performed must be kept clean, orderly, and safe. Combustible materials and other debris must be removed from the plant property at the end of each working day by the contractor.

11.8 All equipment being used by the contractor such as hand tools, trucks, aerial work platforms, etc., must be kept in safe operating condition. Contractor is responsible for supplying all your own tools and equipment. At no time is Manitowoc Cranes – Shady Grove/Port Washington equipment, lifts, tow motors, etc., to be used by anyone other than a Manitowoc Cranes – Shady Grove/Port Washington employee unless a Hold Harmless Agreement has been signed and delivered to Manitowoc contracting agent.

11.9 Only operate equipment and perform work activities that you have been trained and authorized to complete.

11.10 Follow all manufacturing guidelines as it pertains to use of equipment such as powered industrial trucks, manlifts, excavators, etc.

11.11 Loose materials such as bolts, nuts, hand tools, etc., must not be left lying on beams, ledges, or any place from where they could fall or be knocked down to cause damage or injury. They must be immediately removed to the floor level.

11.12 Guards removed while making alternations or repairs on equipment must be replaced before the equipment is turned back to production.

11.13 WRITTEN approval from the Plant Engineering Department, Environmental Health & Safety Manager, or the Maintenance Department Supervisor must be obtained before any explosives or tools utilizing a power cartridge can be used on Manitowoc Cranes – Shady Grove premises. Contractor assumes sole responsibility for bodily injury and property damage caused by the use or possession of such explosives or power cartridges.

11.14 All slippery materials such as grease, oil, or paint, etc., which are spilled shall be removed from the floor or other place immediately.

11.15 When an opening is made in the roof or walls of a building, the inside must be protected from weather until the opening is closed. Opening must also be guarded against falling in through placement of guard railing or floor covering.

11.16 Smoking is prohibited in the facility except for designated areas. Ask supervisor of area working in for the designated location.

## **12.0 Underground Service Hazards**

12.1 The Plant Engineering Department must approve, before starting any excavating, driving of objects into the ground or through floors, or the hauling or dumping of heavy loads to assure that no underground service such as power cables, sewers, or fire



	<b>Company Procedure</b>  <b>Contractor Safety Agreement Appendix A</b>	<b>Number:</b> OM138 Appendix A <b>Revision Number:</b> J <b>Revision Date:</b> 2/26/22 <b>Owner:</b> OM Safety <b>ISO Reference:</b> 7.5.1 <b>Page:</b> 9 of 14
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lines, etc., are in the area. A competent person must be designated from the contracting company to ensure proper excavation/trenching methods are utilized.

12.2 Hand excavation must be used to locate underground service in the area before proceeding with mechanical means.

12.3 Clearance from the Plant Engineering Department must be obtained in writing before shutting off any utility or service.

12.4 Permission from the Plant Engineering Department and/or Maintenance Department Supervisor must be obtained in writing before shutting off or placing out of service any fire protective device or service.

### **13.0 Leaving Job Before Completing**

13.1 When it is necessary to leave a job before completion, all material, rigging, boards, loose nails, and other debris must be carefully removed from the floor. There shall be no materials or equipment left overhead or on the roof unless it is secured in place. Adequate barricades and warnings must be erected at all openings, excavations, and obstructions. If a crane is being used, the boom must be lowered to the ground prior to leaving the job.

### **14.0 Completion of Job and Miscellaneous**

14.1 All scaffolding and unused material shall be removed from trusses, roof, platforms, and floor to a designated place outside of building as soon as their use is completed.

14.2 Contractor is not to move a piece of Manitowoc Cranes – Shady Grove/Port Washington equipment such as a machine, crane, tractor, or fork truck. The Business Unit Supervisor must be requested to have such equipment moved.

14.3 Trucks or other vehicles being operated on Manitowoc Cranes – Shady Grove premises must be operated safely at all times and stored in authorized places as directed by the Plant Engineering Department.

14.4 Manitowoc Cranes – Shady Grove/Port Washington reserves the right to inspect all equipment used by the contractor or any of his subcontractors and to prohibit the use of any equipment judged by its Plant Engineering Department to be unsafe. Also, Manitowoc Cranes – Shady Grove /Port Washington reserves the right to stop any job being performed in a manner deemed unsafe by its Manager of Safety and Environmental Affairs and/or Plant Engineering Department Representative.

14.5 Proof of satisfactory insurance coverage, including liability and Workmen's Compensation must be furnished by the contractor and accepted by the Business Unit's Procurement Department before any work is started.

14.6 In addition to the above, the contractor is to perform all work in a safe manner, to take all other necessary precautions, and to furnish all other necessary safety devices



	<b>Company Procedure</b>  <b>Contractor Safety Agreement Appendix A</b>	<b>Number:</b> OM138 Appendix A <b>Revision Number:</b> J <b>Revision Date:</b> 2/26/22 <b>Owner:</b> OM Safety <b>ISO Reference:</b> 7.5.1 <b>Page:</b> 10 of 14
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and equipment whereby the services required to be performed by him/her and be accomplished without accident or injury.

### **15. Energy Management**

15.1 Manitowoc Cranes is committed to conserving energy and has established an energy management system. We encourage any contractor to provide recommendations/suggestions on how to improve energy efficiency within the site and if anything should arise during working on specific projects. Please consult with your Manitowoc representative.

15.2 Where and when applicable, contractors shall after commencement of work shut down facility lighting and other equipment being used in their processes as directed by their Manitowoc representative. Example of this may include working on weekends when normal production staff may not be present.

### **16. Environmental**

16.1 Manitowoc Cranes is committed to protection of the environment and complying with all applicable standards. We encourage any contractor to provide any concerns/recommendations/suggestions on any environmental issue that they may encounter while working onsite. Please consult with your Manitowoc representative.

16.2 Contractor shall comply with all applicable environmental regulations applicable to their work being performed and the requirements of the specific site. Contractor shall be responsible for any unused or waste materials including chemicals unless otherwise designated in any contracts between Manitowoc Cranes and contractor.

### **17.0 Contractor Audit**

15.1 Contractor will be subject to random audit by Manitowoc Cranes – Shady Grove/Port Washington personnel to ensure compliance with OSHA standards and Safety Agreement between Manitowoc Cranes – Shady Grove/Port Washington and contractor.

15.2 Contractor is required to immediately correct any deficiencies found during contractor audit.

15.3 Failure to correct any deficiencies immediately or multiple deficiencies will result in termination of work performed at facility.





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	<p><b>Company Procedure</b></p> <p><b>Contractor Safety Agreement Appendix A</b></p>	<p>Number: OM138 Appendix A Revision Number: J Revision Date: 2/26/22 Owner: OM Safety ISO Reference: 7.5.1 Page: 11 of 14</p>
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**THE FOLLOWING PAGES BELOW MUST BE  
COMPLETED AND RETURNED TO MANITOWOC  
(GROVE US LLC).**



**Printed Copy is Uncontrolled**

	<b>Company Procedure</b>  <b>Contractor Safety Agreement</b> <b>Appendix A</b>	<b>Number:</b> OM138 Appendix A <b>Revision Number:</b> J <b>Revision Date:</b> 2/26/22 <b>Owner:</b> OM Safety <b>ISO Reference:</b> 7.5.1 <b>Page:</b> 12 of 14
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The SAFETY AGREEMENT above has been read and its conditions are hereby accepted by the undersigned on behalf of him/herself (or itself) and his/her (or its) employees, agents, and subcontractors, and subcontractors' employees and agents. The undersigned assumes full and total responsibility to inform his/her (or its) employees, agents and subcontractors of this SAFETY AGREEMENT and agrees that he/she (or it) will conform and will have all employees, agents, and subcontractors conform with this SAFETY AGREEMENT at all times while on the premises controlled by Manitowoc Cranes – Shady Grove/Port Washington it being understood that any person not conforming with the SAFETY AGREEMENT shall not be permitted to perform services on such premises.

It is also understood by the undersigned that compliance with this SAFETY AGREEMENT is a continuing requirement and that in consideration of the undersigned accepting any contract to be performed on Manitowoc Cranes – Shady Grove/Port Washington premises, the acceptance of and compliance with these conditions shall be automatically continued from job to job and year to year unless written notice revoking such acceptance is given by the undersigned to the Purchasing Manager of the Manitowoc Cranes – Shady Grove/Port Washington business unit affected.

**Certification of Training:**

The contractor agent by signature below certifies that individuals that will be performing tasks such as but not limited to work involving electrical, confined space entry, hot work, work at elevated heights, operating powered industrial trucks, operating aerial work platforms have been trained in such task and are authorized to perform such work.

**Insurance:**

The contractor shall name **Grove US LLC** as an additional insured under its policy of general liability insurance. Any failure of Grove US LLC to insist upon contractor providing evidence of such insurance shall not operate as a waiver of the requirement of contractor to provide insurance nor shall the acceptance of any document purporting to evidence such insurance or showing of such insurance does not exist.

**Waiver of Subrogation and Contribution**

The contractor hereby agrees that it waives all rights of subrogation and the rights of contribution against Grove US LLC.

**Waiver of Limitation as to the Amount of Contribution**

The contractor agrees to contribute towards any judgment, settlement or payment made by Grove US LLC as a result of any claim or suit for injury to any person or damage to any property that occurs in connection with the construction project of which the work under this contract is a part, to the full extent of the contractor's percentage degree of fault for causing or contributing to cause such injury or damage without regard to any limitation to the amount of the contractor's contribution for contractor's degree of fault. Any such limitation provided by law is hereby waived by the contractor to the fullest extent permitted by law.

Company Name: \_\_\_\_\_

Contractor Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Manitowoc (Grove US LLC Rep. Signature): \_\_\_\_\_

Date: \_\_\_\_\_



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	<p align="center"><b>Company Procedure</b></p> <p align="center"><b>Contractor Safety Agreement</b></p> <p align="center"><b>Appendix A</b></p>	<p>Number: OM138 Appendix A Revision Number: J Revision Date: 2/26/22 Owner: OM Safety ISO Reference: 7.5.1 Page: 13 of 14</p>
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## Subcontractor Past Safety Performance

Company Name:	
Total # of Recordable Injuries in Prior Year	
Total # of Lost Time Injuries in Prior Year	
Total # of Hours Worked in Prior Year	
Name of Individual Completing Form	

**Recordable Injury Definition:** A work-related injury or illness is recordable if it meets any one of the following basic requirements: death, days away from work, restricted work or transfer to another job, medical treatment beyond first aid, or loss of consciousness.

**Lost Time Injury Definition:** The term “lost time injury” means a non-fatal injury that causes any loss of time from work.









# MANITOWOC CRANES (SHADY GROVE/PORT WASHINGTON) CONTRACTOR PERMIT TO WORK

Contractor: \_\_\_\_\_  
 Project Name: \_\_\_\_\_  
 Start Date: \_\_\_\_\_

Contractor Site Representative: \_\_\_\_\_  
 Company Project Manager: \_\_\_\_\_  
 End Date: \_\_\_\_\_

**PART 1** –To be completed by the contractor representative to identify scope of work, the number of contractors involved on the job, and the chemicals/machinery that will be used.

Job/Work Description:
Chemicals Used and MSDS Number:
Number of Contractors on the Job:
Machinery Used:

**PART 2** - This checklist is to be completed collectively by the contractor representative and Company representative. Work will not be performed until all requirements are met and approval signatures are at the bottom of this form.

PERMITS	Req'd		BASIC SITE REQUIREMENTS/CONDITIONS	Check all that Apply
	Y	N		
Confined Space Entry			Tobacco use permitted in only designated locations.	
Hot Work			Cameras are not allowed on site, without security permission	
Excavation			Housekeeping requirements will be rigorously enforced	
Electrical Work (permit required for live work)			Work area barricades – red tape/yellow tape/fencing/barricades	
<b>PERSONAL PROTECTIVE EQUIPMENT</b>		<b>Y</b>	<b>N</b>	
PPE shall be in sound working condition			Ladders – fiberglass and inspect prior to use	
Safety Glasses w/ side shields			Tools in good condition and all guards in place	
Steel Toe Safety Shoes			GFCI required for portable tools and extension cords	
<b>CRITICAL SAFETY PROGRAMS</b>				
Hearing Protection			<b>ELECTRICAL</b>	
Head Protection			- Proper clothing – long sleeve, long pants, cotton/FR	
Special Eye/Face Protection			- PPE – hard hat, shield, hood, gloves, leather shoes	
Protective Clothing			- Insulated tools	
Respiratory Protection: Specify			- Barricades – red tape	
High Visibility Vests (required when working in designated locations)				
Gloves (specify)			<b>CONFINED SPACE</b>	
Fall Protection			- Contractor owned air monitoring equipment	
			- Non-entry rescue equipment	
<b>EMERGENCY CONTACT</b>			<b>Check all that Apply</b>	
Emergency evacuation procedures and assembly areas			<b>LOCKOUT/TAGOUT</b>	
Storm shelter procedures and locations			Contractor owned personal locks and tags	
Emergency phone numbers - Medical X1300, Fire X1111			<b>POWERED INDUSTRIAL TRUCK / AERIAL LIFT</b>	
Medical/Emergency Response: First-aid; CPR; AED			Pre-shift vehicle inspection	
Fire Extinguisher Use and Locations			- Visual and Operational	
Injuries occurring on site shall be immediately reported to the Company Project Manager and the Safety Department.			Seat belt use is required	
Waste disposal requires Environmental Department approval			Boom style manlifts- harnesses required, footing kept to deck of lift.	
			Scissor lifts- chain must be hooked up, footing kept to deck of lift.	
<b>In Plant Driving Requirements</b>				
Contractor to drive in plant			Headlights are to be turned on	
Seat belt usage required within plant			10 MPH speed limit	



**Energy Management & Environmental Protection**

Shut down facility lighting where applicable after commencement of work when no production staff is working in area. See area supervisor or site representative. Shut down any equipment that contractor may have been using prior to leaving for the day. Chemicals and other material shall be appropriately stored as to not present an environmental concern (i.e. stormwater contamination or ground release). Chemicals and waste products are to be removed by contractor unless otherwise agreed upon in writing by contract between Manitowoc and Contractor.

**CONTRACTOR AGREEMENT STATEMENT**

As a condition of performing work at Manitowoc – Shady Grove/Port Washington, I understand and agree that all of my employees and sub-contractors will abide by all applicable OSHA regulations and all conditions specified by Manitowoc - Shady Grove/Port Washington. Additional health, safety & environmental requirements may be specified by Manitowoc -Shady Grove. As contractor safety agreements are automatically renewable except when cancelled or changed by Manitowoc, it is contractor's responsibility to ensure all of his/her employees are familiar with contractor safety agreement, enforce such agreement, and that updated training records are submitted to Manitowoc prior to employee working at Shady Grove or Port Washington worksite.

Contractor Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Representative Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Blanket Permit – Yes / No      Safety Approval: \_\_\_\_\_





