

Wilson School District

Project Manual for General Construction Maintenance Work Order Project

Date Issued: September 24, 2018

**General Construction Maintenance Work Order Project
From Date of Award to August 1, 2019**

DUE DATE/TIME: October 8, 2018 at 2:00 p.m.

Deadline for Inquiries

October 1, 2018 at 5:00 pm.

Deadline for Sealed Bids

October 8, 2018 at 2:00 p.m.

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THE BID DOCUMENTS INCLUDED IN THIS PROJECT MANUAL ARE INTEGRATED AND FORM THE ENTIRE BASIS FOR WHICH BIDDERS SHALL SUBMIT BIDS FOR THE PROJECT. BIDDER SHALL CAREFULLY READ EACH AND EVERY BID DOCUMENT PRIOR TO SUBMITTING ITS BID TO FULLY UNDERSTAND THE OBLIGATIONS IT ASSUMES AND RIGHTS IT WAIVES BY SUBMITTING ITS BID AND PERFORMING THE CONTRACT, IF AWARDED.

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INVITATION TO BID

The Wilson School District (occasionally referred to herein as the “Owner” or the “District”) will receive sealed bids for the General Construction Maintenance Work Order Project. Bids shall be received by the School District until 2:00 p.m. (Eastern Prevailing Time) on October 8, 2018, at its Business Office, located at 2601 Grandview Boulevard, West Lawn, PA 19609-1324.

Bid Documents, including the Specifications, may be obtained at the Business Office of Wilson School District beginning Monday, September 24, 2018, by phoning (610) 670-0180, ext. 1112 weekdays between the hours of 8:30 a.m. and 5:00 p.m., by emailing schchr@wilsonsd.org, or by accessing the business office page of the Wilson School District website, www.wilsonsd.org.

Timely submitted Bids will be publicly opened and read aloud on Monday, October 8, 2018, at 2:05 p.m. at the Business Office of the Wilson School District Administration Building at 2601 Grandview Boulevard, West Lawn, PA 19609-1324.

Bids must be submitted on forms included in the bidding documents and must be accompanied by Bid Security and Non-Collusion Affidavit in accordance with the Instructions to Bidders.

Bids shall conform to all other requirements as more fully set forth in the bidding documents, including compliance with all applicable laws and regulations.

All proposals submitted are valid for acceptance by the Owner and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof unless the award of contract is delayed by the required approvals of another governmental agency, sale of bonds or award of grant or grants, in which case, proposals shall be irrevocable for one hundred twenty (120) days in accordance with Section 3911 of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 3911.

The Owner reserves the right to reject any or all proposals or any part thereof or items therein and to waive informalities and/or technicalities as it deems best to protect its interest.

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INSTRUCTIONS TO BIDDERS

1. BID DOCUMENT AVAILABILITY

A. The Bid Documents have been prepared by and may be obtained from the Business Office of Wilson School District beginning Monday, September 24, 2018, by phoning (610) 670-0180, ext. 1112 weekdays between the hours of 8:30 a.m. and 5:00 p.m., by emailing schchr@wilsonsd.org, or by accessing the business office page of the Wilson School District website, www.wilsonsd.org. The Bid Documents are made available only for the purpose of obtaining Bids for the Project. Their availability does not grant a license for any other purposes.

B. Upon receipt of Bid Documents, Bidders shall verify that the documents are complete. Bidder shall notify the District if the documents are incomplete or upon finding discrepancies or omissions in the Bid Documents. Bidder shall provide a mailing address and email address to the District for purposes of transmitting Addenda upon receipt of the Bid Documents. Each Bidder shall be responsible for the completeness of its set of Bid Documents. No allowance or concession will be made to a Bidder who complains of missing portions of Bid Documents or Addenda. All requests for clarifications and/or questions regarding the Bid Documents must be in writing via email to Dr. Matthew Flannery, Assistant Superintendent, at flamat@wilsonsd.org, and received no later than 5 p.m. on October 1, 2018. All clarifications, modifications and corrections to the Bid Documents shall be issued in the form of Addenda and will be forwarded to Bidders that have previously supplied the District with a mailing and email address. Addenda listing revisions and changes to the Bid Documents shall become a part of and take precedence over the original Bid Documents and previously issued Addenda. Any information furnished related to the Project shall not be legally binding on the District unless issued in an Addendum.

2. PRE-BID WALK-THROUGH

Interested Bidders are recommended to attend the pre-bid walk-through, scheduled for **Friday, September 28, 2018 at 9:00 a.m.** Bidders should meet at the Wilson School District High School lobby.

3. DEFINITIONS

A. Addenda: Written and/or graphic instruments issued by the District prior to the Bid deadline which modify or interpret the Bid Documents by additions, deletions, clarifications or corrections.

B. Bid Deadline: The date and time that the District will receive and open sealed Bids for the Project as identified in the Invitation to Bid.

C. Bid Documents: The bid documents include, without limitation, the Table of Contents, Invitation to Bid, Instructions to Bidders, General Conditions of Contract, Bid Bond

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Form, Contract Form, Performance Bond Form, Payment Bond Form, Non-Collusion Affidavit Form, Specifications, Bid Form and any Addenda.

D. Bid Security: Bid Bond prepared on the form contained in the Bid Documents used to guarantee the Bid.

E. Bidder: Person or entity submitting a Bid.

F. Contract: The entire integrated agreement between the District and Contractor in connection with the Project shall constitute the “Contract Documents” and form the Contract. The Contract Documents shall include, without limitation, the completed Contract Form, completed Performance Bond, completed Payment Bond, completed Non-Collusion Affidavit, completed Bid Form, the Bid Documents, and any other documents required to be completed per the Bid Documents.

G. Contractor: Bidder to whom the Contract is awarded.

H. Detailed Cost Break-Down: An itemized list of all labor and materials required to complete a Work Order and shall include, without limitation, the number of units of labor and materials to be installed and/or delivered and the price applicable each itemized component of labor and materials (which shall include, without limitation, charges for delivery, fuel, transportation, storage, placement, handling charges, labor, overhead and profit and shall not be subject to escalation or surcharge during the term of the Contract) in a form acceptable to the District.

I. District: Wilson School District, its agents, employees, elected officials and/or authorized representatives.

J. District Parties: The District Parties include, collectively and without limitation, employees, elected officials, agents and retained professionals (including, without limitation, a construction manager, architect and/or the engineer, if any).

K. District Property: Shall mean any real property owned or operated by the District, and all buildings and improvements thereon, and any personal property, systems and equipment located therein or thereon.

L. Project: Maintenance Work Orders assigned to the Successful Bidder for any and all District buildings during the period from the date of award of the bid to August 1, 2019, which Project, includes, without limitation, the maintenance work and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, tools, equipment and services provided or to be provided by the Contractor to fulfill the Contractor’s obligations.

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M. Specifications: The information, drawings, plans and/or specifications included with the Bid Documents or a Work Order that provides the technical details of the work and products required to complete the Project or applicable Work Order.

N. Verification Form: The verification form required to be submitted to the District by contractors and subcontractors pursuant to the Public Works Employment Verification Act 43 P.S. § § 167.1 *et seq.*).

P. Work Order: The work order form signed by the District and delivered to the Contractor.

4. APPLICABILITY OF INSTRUCTIONS

These Instructions to Bidders are a standardized listing of items generally applicable to Bids for contracted maintenance work and services entered into by the District. If a Bidder is unsure as to the applicability of a particular item, the District should be contacted for clarification prior to the submission of a Bid.

5. PREPARATION AND SUBMISSION OF BIDS

A. Bidder shall be solely responsible for the delivery of its Bid in the manner and time prescribed. All Bids must be received by the District at the place designated in the Invitation to Bid no later than the Bid Deadline. Bids received after the Bid Deadline shall be returned to the Bidder unopened.

B. By submitting its Bid, Bidder represents that it has read and understands the Bid Documents, including all Addenda, its Bid is based upon the labor, materials, and equipment required by the Specifications and is willing to accept performance of the Project for the amounts set forth in its Bid.

C. Bids shall be prepared and submitted on forms included in the Bid Documents. All blank spaces shall be filled in, by computer, typewriter or blue ink. All prices are to be firm net prices and are to be F.O.B. destination, including, without limitation, charges for delivery, fuel, transportation, storage, placement, handling charges, labor, overhead and profit and shall not be subject to escalation or surcharge during the term of the Contract.

D. Bids shall be irrevocable for sixty (60) days after the actual day of opening thereof unless delayed by the required approval of another governmental agency, the sale of bonds or the award of a grant, in which case, Bids shall be irrevocable for one hundred twenty (120) days after Bid opening. Extensions of the date for the award of contract may be made by the mutual written consent of District and the lowest responsible and responsive Bidder.

E. The Bid Form shall be signed in accordance with the following:

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(i) If the Bidder is an individual, the Bid shall be executed by him/her, personally; his/her signature shall be witnessed; his/her business address shall be stated, and any trade name employed in the conduct of his/her business shall be stated.

(ii) If the Bidder is a partnership, the Bid Form shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose; the signatures of the partners shall be witnessed; and the business name and address of the partnership shall be stated.

(iii) If the Bidder is a corporation, the Bid Form shall be executed in its name and on its behalf: (a) by the President or Vice President and attested by the Secretary or Assistant Secretary, and the Corporate Seal shall be affixed; or (b) by a duly authorized agent of the corporation whose authority to act, as of the date of the Bid, shall be established by a certified copy of a resolution by the Board of Directors of the bidding corporation authorizing said agent to sign the Bid on behalf of the corporation, submitted with the Bid. The business address of the corporation and state of incorporation shall be stated.

(iv) If the Bidder is a limited liability company, the Bid Form shall be executed in its name and on its behalf: (a) by all of the members if the company is member-managed, or by the managing member if the company is manager-managed, or (b) by a duly authorized agent of the company whose authority to act, as of the date of the Bid, shall be established by a certified copy of a resolution by the members of the bidding company authorizing said agent to sign the Bid on behalf of the company, submitted with the Bid. The business address of the company and state of formation shall be stated.

(v) If the Bidder is a joint venture, each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above.

F. The lowest responsive and responsible Bidder, as determined by the District, shall submit a completed Verification Form required by the Public Works Employment Verification Act (43 P.S. § § 167.1 et seq.) acknowledging the Bidder's responsibilities and compliance with the Public Works Employment Verification Act within ten (10) calendar days of the date of the District's notification of its intent to award the Contract as a condition precedent to the award. Failure to timely submit such required Verification Form shall constitute a default by Bidder, and the District may, at its sole discretion, award the Contract to the next lowest responsive and responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow Contractor additional time in which to provide the Verification Form. The Verification Form shall be obtained from the Secretary of the Pennsylvania Department of General Services and shall include a certification that the information is true and correct, subject to sanctions provided by law. The Verification Form shall be executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form.

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G. Each Bid must be accompanied by Bid Security in the amount of **\$15,000.00**. Bid Security shall be in the form of a Bid Bond in the form set forth herein, naming the District as obligee. The Bid Bond shall be submitted on the form included in the Bidding Documents, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of its Power of Attorney, authorizing said Attorney-in-Fact to act on behalf of the surety. The Power of Attorney must be dated the same date as the Bid Bond and both the Bid Bond and Power of Attorney shall have affixed the raised corporate seal of the surety. The Bid Bond form must be executed by a surety licensed and authorized to conduct business within the Commonwealth of Pennsylvania and named in the current list of companies holding Certificates of Authority as acceptable sureties on federal bonds and/or as acceptable reinsuring companies as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond shall not exceed the underwriting risk of such surety set forth in said circular or revision thereof. The Bid Security of Bidders will be returned at the Bidder's request, upon (1) the execution of the Contract by the District, or (2) the rejection of all bids by District, or (3) the expiration of the firm bid period.

H. It is the District's position that only a Contractor, who has demonstrated the ability to successfully deliver maintenance work and services to an educational facility similar in size and configuration to the District, can deliver service at the level required by these specifications. Therefore, these specifications have as a standard that all references have a minimum rating of "acceptable performance." Each bidder shall submit as part of its Bid:

- All current maintenance work and service contracts in PA and NJ. Educational facility contracts preferred.
- All maintenance work and service contracts in PA and NJ that have expired or been terminated in the past three (3) years. Preferably educational facilities.

All references to be complete with name, contact individual, location, phone number, and type of facility.

I. If the Bidder receiving a Notice of Intent to Award shall fail to execute the Contract, or fail to furnish the required Performance Bond and Payment Bond, Verification Form required by the Pennsylvania Employment Verification Act, and/or certificate of insurance evidencing the insurance coverages required by the General Conditions within ten (10) calendar days after receipt of the Notice of Intent to Award (a "Defaulting Bidder"), the District may apply the Bid Security toward the difference between the amount of the Bid of the Defaulting Bidder as accepted by the District and any higher amount for which the District may contract for the required work, plus any advertising costs, legal fees, damages, penalties, and any and all other fees and expenses incurred by the District by reason of the failure of such Defaulting Bidder to comply herewith. If the amount of said damages exceeds the penal sum of the Bid Security, the Defaulting Bidder shall pay the District the full amount of the excess. If the District does not procure an executed contract with any other party for the performance of the work

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within thirty (30) days after the acceptance of the Bid from the Defaulting Bidder, whether because of the lack of other Bids or the inability or refusal of any other Bidder to contract, or because the cost under any higher Bid would be greater than the District would afford, as determined in the sole discretion of the District, then in that event, the Defaulting Bidder and its Surety shall pay to the District the full amount of the Bid Security as liquidated damages and not as a penalty.

J. All Bids shall be submitted in a sealed opaque envelope, clearly identified with Bidder's name and Project name. The envelope shall also contain a notation that it should not be opened until the time specified for Bid opening. Bid envelopes not bearing this notation and opened in error may be rejected by the District, in its sole discretion. If a Bidder elects to submit a Bid by mailing rather than hand delivery, the sealed Bid envelope described above shall be enclosed in a mailing envelope and addressed to the District, and must be received prior to the date and time specified for Bid opening.

K. Delivery of Bids. Sealed Proposals shall be submitted by mail, hand-delivery or express courier to:

Wilson School District
Administration Building
Business Office
2601 Grandview Boulevard
West Lawn, PA 19609-1324

L. Bidders shall familiarize themselves with all of the bid specifications and addenda thereto and will be held responsible to fully comply therewith. Bidder, if requested, must submit a list of completed projects similar in size and scope to the project identified in this invitation to bid. Each Bidder shall visit the site and examine the conditions affecting the work before submitting a proposal. Bids shall include all costs and charges made necessary by special local conditions and ordinances. No extra payments will be allowed as a result of Bidder's failure to adhere to the above statements. Each Bidder shall be held to have examined the premises, the site, the specifications, all and each of the contracted documents. Any failure by the Bidder to fully acquaint themselves with any of the available information shall not relieve them from the responsibility for performing work properly and in complete accordance with the specifications.

6. STANDARD OF QUALITY

A. 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 Bidder to any one material or product specified but rather to describe the minimum standard. When proprietary names are used, they shall be followed by the words "or substitution meeting or exceeding the minimum standard of quality, as determined by the District as evidenced by Addenda." A Bid containing a substitution that does not meet the Specifications may be declared non-responsive. Where products or manufacturers are listed with the words

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“No Substitutions”, these items are proprietary and the sole acceptable source for this Project, and no substitutions will be permitted.

B. No substitution will be considered prior to receipt of Bids unless written request for approval has been received by the District at least seven (7) calendar days prior to the date for receipt of Bids. Each such request shall include the name of the material or equipment for which it is to be substituted and a complete description of the proposed substitute including, but not limited to, drawings, cuts, performance test data, manufacturer’s warranty and any other information necessary for an evaluation. A statement setting forth any changes in other materials, equipment or other work that result from the substitution shall be included. The burden of proof of the merit of the proposed substitute is upon the Bidder. The District’s decision of approval or disapproval of a proposed substitution shall be final and binding.

C. If the District approves a proposed substitution prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals in any other manner.

7. MODIFICATION AND WITHDRAWAL

Bids may not be modified after submittal. Bids may be withdrawn after submittal, provided the Bidder makes its request to withdraw in writing and the request is acknowledged by the District in writing prior to the time specified for Bid opening in the Invitation to Bid. Negligence by Bidder in preparing its Bid confers no right of withdrawal or modification of its Bid after such Bid has been opened. No claims on account of mistakes or omissions in any Bid will be considered. Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601 et seq. Strict compliance with said Bid Withdrawal Act is required to withdraw a Bid after Bid opening.

8. OPENING OF BIDS

Bids will be publicly opened and read on the date, at the location, and commencing at the time stated in the Invitation to Bid. Bidders or their authorized agents may be present at Bid opening. The District shall have no obligation to notify any other person other than the lowest responsive and responsible Bidder of the District’s intent to award the Contract.

9. QUALIFICATIONS

Prior to the award of Contract, District may require satisfactory evidence to show that the Bidder is fully prepared in every way to perform the Contract timely and that he has been regularly engaged in such business. The District may make such investigation as it deems necessary to determine the ability of the bidder to do the work intended. In awarding bids, the District shall have sole discretion in determining the lowest responsive and responsible bidder and shall have the right to take into consideration the following factors, among others, in addition to price:

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- (i) The character, integrity, reputation and judgment of the Bidder.
- (ii) The previous and existing compliance of the Bidder with the requirements of similar installations.
- (iii) The ability, capacity, experience and skill of the Bidder to perform the Contract.

10. COLLUSIVE BIDS

More than one Bid for one Contract from an individual, partnership, corporation, company, or an association under the same or different names will be grounds for rejection of all Bids in which such Bidder is interested. Any and all Bids will be rejected if there is any reason for believing that collusion exists among any of the Bidders. Participants in such collusion will not be considered in future Bids. A Non-Collusion Affidavit shall be executed and submitted with the Bidder's Bid using the form set forth herein.

11. BID INELIGIBILITY

- A. Failure to provide Bid Security may result in rejection of Bid.
- B. Bids not based on Bid Documents, those indicating a qualification of the Bid, conditions or uninvited substitutions, or which contain alteration of Bid Document forms, may be rejected by the District in its sole and absolute discretion. In addition, Bids failing to adhere to the Specifications may be rejected by the District in its sole and absolute discretion.
- C. Bids that are unsigned, improperly signed or sealed, or illegible, may be rejected by the District in its sole and absolute discretion.
- D. Bids where the prices are obviously unbalanced may be rejected by the District in its sole and absolute discretion.
- E. Unless specifically required to be identified on the Bid Form, Bids containing "escalator" clauses may be rejected by the District at the District's sole and absolute discretion.
- F. All Bids shall conform with these Instructions to Bidders. Bids containing minor irregularities or informalities may be rejected by the District in its sole and absolute discretion. The District reserves the right to waive any such informalities or irregularities when a waiver is in the District's best interest.

12. BID REJECTION OR AWARD

- A. The District reserves the right to reject any and all Bids, or parts of a Bid, when a rejection is in the District's best interest as determined by the District in its sole discretion. The District reserves the right to reject a Bid if the Bidder is not in a position to perform the Contract or has previously failed to perform similar contracts properly or on time as determined by the District in its sole and absolute discretion. If a Contract is awarded, it will be to the lowest

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responsive and responsible Bidder, provided such Bidder's Bid is reasonable and in the District's interest to accept.

B. In the event of a dispute between a Bidder and the District regarding the District's determination of which Bidder is the lowest responsive and responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, or other costs or expenses incurred by the District to the extent the Bidder does not completely prevail in such contest. Furthermore, under no circumstances shall the District be responsible for any legal fees, professional fees, or other costs or expenses incurred by the contesting Bidder if the District decides not to award the Contract to such Bidder based upon the District's determination in its sole and absolute discretion that such contesting Bidder is not the lowest responsive and responsible Bidder.

C. Bidder agrees that it has prepared its Bid at its sole cost and expense. If, for any reason, the District rejects the Bidder's Bid, Bidder agrees that it shall not seek to recover expected profits or Bid preparation fees or costs, nor make a claim of unjust enrichment against the District.

D. Tie Bids. In the unlikely event of tie bids, award will be determined by the toss of a coin.

13. AWARD OF THE CONTRACT

A. It is the intent of the District to award the Contract to the lowest responsive and responsible Bidder provided the Bid has been submitted in accordance with the requirements of the Bid Documents and does not exceed the funds available to the District.

B. Scoring Basis. The award of bids will be based on the lowest responsive bid from competing Bidders deemed responsible and most capable of serving the District determined through review and evaluation of the submitted bid materials and research performed by the District representatives concerning Bidder capability. The evaluation criteria and points for this solicitation are as follows:

- 1) Acceptance of terms and conditions in the solicitation – 10 points
- 2) Submission of required information and forms (bid completeness) – 10 points
- 3) Bid prices – 90 points
- 4) Bidder's qualifications – 10 points

(Total points possible – 120). Bidders should note that price represents 75% of their final score.

C. The District reserves the right to award a Contract for one or more of the items set forth in the Specifications, or for all items set forth in the Specifications.

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D. The District will notify the lowest responsive and responsible Bidder if the District intends to award the Contract. Such Bidder shall complete and execute the Contract Form, Performance Bond and Payment Bond in accordance with the amounts set forth in its Bid, and provide certificates of insurance, and Verification Form. The executed Contract Form, executed Performance Bond, executed Payment Bond, and executed Verification Form, and certificates of insurance shall be submitted to the District by the Bidder within ten (10) calendar days of the date of the District's notification of its intent to award the Contract as a condition precedent to the award.

14. PAYMENT AND PERFORMANCE BONDS

A. Contractor shall furnish to District the following bonds:

(i) A performance bond in the amount of **\$100,000.00**. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of District.

(ii) A payment bond in the amount of **\$100,000.00**. Such bond shall be executed on the form contained in the Bid Documents and shall be solely for the protection of claimants supplying labor and materials to Contractor, or to any of Contractor's subcontractors, in the prosecution of the work provided for in such Contract, and shall be conditioned upon the prompt delivery of such materials or products furnished or labor supplied or performed in the prosecution of the work.

B. Each of the above-referenced bonds shall be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Governmental Financial Operations, U.S. Treasury Department, and the amount of the bonds shall not exceed the underwriting risk of the surety as set forth in said circular or revision thereof. The surety shall be licensed and qualified to do business in the Commonwealth of Pennsylvania. The bonds shall be accompanied by a power of attorney evidencing the authority of the agent of the surety to execute the bonds as of the date of the bonds.

C. The lowest responsive and responsible Bidder, as determined by the District, shall submit a Payment and Performance Bond within ten (10) calendar days of the date of the District's notification of its intent to award the Contract as a condition precedent to the award. Failure to timely submit such required bonds shall constitute a default by Bidder, and the District may, at its sole discretion, award the Contract to the next lowest responsive and responsible Bidder, reserving to itself all rights for damages relating to said default, or, in the alternative, allow Contractor additional time in which to secure the required bonds. Other forms of bonds or changes in amounts may be required in the Specifications.

15. WORK ORDERS

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A. The Estimated Annual Value for this Contract is: \$150,000.00

This is an estimate of the value of Work Orders that could be issued under this Contract. The Contractor is not guaranteed to receive Work Orders totaling this amount. The Contractor is not guaranteed to receive any Work Orders during the term of the Contract. The District may issue Work Orders totaling more or less than this amount.

B. The District will deliver (which delivery may be via e-mail) a draft Work Order to Contractor setting forth the scope of work, completion time, and other important data for the work and materials needed under the Work Order. Within two (2) business days of Contractor's receipt of the draft Work Order, Contractor shall notify the District of Contractor's proposed contract sum to complete the work and provide the materials set forth in the draft Work Order, and otherwise advise the District if Contractor disagrees with or requires clarification on the scope of work, completion time or other requirements set forth in the Work Order. The District and Contractor shall proceed in good faith to reach agreement on a Work Order, and Contractor shall execute the mutually agreed upon Work Order and deliver it to the District. The Work Order, signed by the District and delivered to the Contractor, constitutes the District's acceptance of the Work Order. In the event that the District and Contractor, despite good faith efforts, cannot reach prompt mutual agreement on a Work Order, the District reserves the right to cancel the Work Order, and to have the work completed by the District's own staff or other third party.

C. The District reserves the right to require Contractor to use materials and supplies which the District has in inventory or which the District elects to purchase directly. In such case, Contractor shall not be entitled to any mark-up on materials and supplies provided by the District.

D. The District, without invalidating the Work Order or the Contract, may order changes in the scope of work consisting of additions, deletions or other revisions. Such changes shall be embodied in a supplemental Work Order developed in accordance with the procedure for developing all Work Orders set forth above. A supplemental Work Order may alter the completion time. All such changes in the scope of work shall only be authorized by supplemental Work Order.

E. The Work Order price, including authorized adjustments thereto, is the total amount payable by the District to the Contractor for completing the scope of work within the Work Order completion time.

F. The Work Order completion time is the period of time, based on calendar days, allotted in the Work Order for final completion of the scope of work. The date of commencement of the work is the date established in the Work Order. If there is no date set forth in the Work Order, it is the date the fully executed Work Order is returned by the District to the Contractor (which may be via e-mail). Unless otherwise provided in the Work Order, the Contractor shall achieve final completion no later than ten (10) days from the date of commencement of the work.

G. No work shall start, and no materials shall be ordered by Contractor, without a written Work Order issued by the District.

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16. DETAILED COST BREAK-DOWN

For any Work Order exceeding One Thousand Dollars (\$1,000.00), Contractor shall submit a Detailed Cost Break-Down (the total of which shall equal the full amount of the contract sum for the Work Order). The Detailed Cost Break-Down shall be submitted to the District within two (2) business days of the date of the District's delivery of the draft Work Order to Contractor (which delivery may be via e-mail). Failure to timely submit such Detailed Cost Break-Down shall constitute a default by Bidder, and the District may, at its sole discretion, award the Work Order to another contractor, reserving to itself all rights for damages relating to said default, or, in the alternative, allow Contractor additional time in which to provide the Detailed Cost Break-Down. The District shall also have the right to award the Work Order, but withhold payment to Contractor until the Detailed Cost Break-Down is submitted by Contractor.

17. RECEIVING HOURS

All shipments are to be made to the District in accordance with the instructions forwarded to the successful Bidder by the District. All deliveries shall be made between the hours of 7:00 a.m. and 2:00 p.m., Monday through Friday, except on District holidays.

NOTICE: BIDS ARE PUBLICLY OPENED AND READ ON THE DATE SPECIFIED. IF YOU ARE INTERESTED IN IMMEDIATE INFORMATION RELATING TO THE BID, PLEASE HAVE A REPRESENTATIVE PRESENT AT BID OPENING. FOLLOWING BID OPENING, THE BIDS WILL BE REVIEWED BY THE APPROPRIATE AUTHORITIES OF AND FOR THE DISTRICT. THEREFORE, INFORMATION ON THE BIDS WILL NOT AGAIN BE AVAILABLE UNTIL THEY HAVE BEEN REVIEWED AND A FINAL RECOMMENDATION IS PRESENTED TO THE BOARD OF DIRECTORS OF THE DISTRICT AT ITS REGULARLY SCHEDULED MEETING.

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GENERAL CONDITIONS OF THE CONTRACT

1. APPLICABILITY OF THE GENERAL CONDITIONS OF THE CONTRACT

These General Conditions of the Contract shall apply and be binding upon the District and Contractor awarded the Contract for the Project upon execution of the Contract Form by each party. All capitalized terms not defined in these General Conditions of the Contract shall have the same meaning set forth in the Instructions to Bidders. These General Conditions of the Contract are a standardized listing of items generally applicable to Contracts for contracted construction services entered into by the District. Where an item applies in limited cases, the same shall be noted as well as the conditions respecting applicability.

18. FAMILIARITY WITH PROPOSED WORK

A. The Contract is entered into by the District with the understanding that Contractor, prior to submission of its Bid, acquainted itself with the requirements of all Bid Documents and that it has obtained all necessary information for completion of the services or Project on or before the date(s) specified. The Contractor shall not at any time after the execution of the Contract set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall Contractor claim any misunderstanding in regard to the nature, conditions or character of the services or work to be performed or products to be supplied under the Contract, and Contractor shall assume all risk resulting from any changes in the conditions which may occur during the progress of the work.

B. Where estimated quantities have been shown for contract items, such quantities are solely for the purpose of comparing Bids, and are not intended to constitute an explicit or implicit representation as to the quantities of work and materials needed to fully complete the contract. This data is not intended to relieve Bidders of their responsibilities to familiarize themselves with conditions that may affect cost, progress or performance of the work.

C. Unit prices included in the Bid Form shall be applied to determine the contract sum applicable to a Work Order, and an equitable adjustment of the contract sum applicable to a Work Order in connection with extra work or changes ordered and approved by the District in writing under a supplemental Work Order. Unit prices for Hourly Rates submitted by Bidder shall include all profit, overhead, insurance, taxes, labor, equipment, transportation, and tools necessary and required to fully complete the work item, as specified and details for the work item under the project Specifications. The unit prices for Hourly Rates shall not include pricing for materials. Materials shall be provided as requested by the District at cost, with no more than a ten percent (10%) mark-up. The ten percent mark-up includes both Contractor and any subcontractor or supplier. Accordingly, no mark-up in excess of ten percent total shall be passed on to the District.

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19. COMPETENT WORKERS

No person shall be employed to do work under the Contract except competent and first class workmen and mechanics. No workman shall be regarded as competent and first class within the meaning of the Educate America Act of 1994 or this provision except those who are duly skilled in their respective branches of labor, and who shall be paid not less than such rates of wages and for such hours' worked as shall be the established and current rates of wages paid for such hours by employers of organized labor in doing of similar work in the District where the Contract is being performed.

20. CASH ALLOWANCES.

No cash allowances for any purposes are included in the Specifications for this Project.

21. INSURANCE

A. The Contractor shall purchase, maintain and carry such liability insurance at its sole expense as set forth below to fully protect the District against all claims that may arise in connection with the Project. No work shall be started until the District has been provided Certificates of Insurance executed by an insurer licensed and qualified to do business in the Commonwealth of Pennsylvania and having an A or better, or financial rating of VIII or better with the A.M. Best's Company Key Rating Guide-Latest Edition and being satisfactory to the District. All Certificates of Insurance must indicate that the District has (through endorsement to the policy) been specifically named as additional insured parties for all policies except Workers' Compensation. The Certificate of Insurance must also provide that the policy will not be cancelled, materially changed, or allowed to expire until at least thirty (30) days' prior written notice has been provided to the District. In addition, all of Contractor's insurance policies and the Certificate of Insurance shall state that all of Contractor's insurance policies are primary and non-contributory with respect to any other valid and collectible insurance policies. It is the obligation of the Contractor to obtain and furnish the District Certificates for any District approved subcontractors subject to the above terms and conditions. All General Liability policies shall provide a per job location aggregate. Failure to furnish the correct types of insurance on the correct forms in the correct amounts shall constitute a material breach of the conditions for award of the Contract and Contractor shall be deemed to be in default (i.e. a Defaulting Bidder).

B. General Liability Insurance. General liability coverages shall be provided by a commercial general liability policy on an occurrence and aggregate basis. The policy date or retroactive date shall predate the Contract. The termination date of the policy or applicable extended reporting period shall be no earlier than the termination date of the Contract or later if otherwise specified in the Bid Documents. Where the Specifications require underground excavation, underground hazard coverage must be included. Where the Specifications require demolition and/or use of explosives, the explosion and collapse hazard coverage must be included. Coverage to include Products and/or Completed Operations and \$1,000,000 products/completed operations aggregate.

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(i) Bodily Injury: \$1,000,000 each occurrence, \$2,000,000 aggregate.

(ii) Property Damage: \$1,000,000 each occurrence, \$2,000,000 aggregate.

C. Automobile Liability. Coverage shall be subject to minimum combined single limit for bodily injury and/or property damage of \$1,000,000, and cover all owned, non-owned and hired vehicles.

D. Workers' Compensation and Employers' Liability.

(i) Employers' Liability: \$500,000 each accident.

\$500,000 disease policy limits.

\$500,000 disease – each employee.

(ii) Workers' Compensation: Statutory minimum.

E. Umbrella Liability. Coverage should be in the amount of \$3,000,000 each occurrence and \$3,000,000 aggregate.

F. Third Party Fiduciary Coverage. Third Party Fiduciary coverage to protect the District in the event there is theft of property (e.g. computer related equipment) by the Contractor's employee(s) or those under Contractor's control.

22. WAIVER OF CONSEQUENTIAL AND INCIDENTAL DAMAGES; ECONOMIC LOSS

A. The Contractor waives claims against the District and the District Parties for consequential and/or incidental damages arising out of or relating to the Contract. This waiver includes, but is not limited to:

(i) Consequential damages incurred by Contractor for principal office expenses including, but not limited to, the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of actual and expected profits.

(ii) Incidental damages incurred by Contractor including, but not limited to, costs resulting from stopping performance under the Contract, removing and transporting Contractor's property (e.g., Contractor's equipment, supplies and materials) from the Project site, and storing Contractor's property (e.g., Contractor's equipment, supplies and materials) at an alternate location.

B. The above waiver is applicable, without limitation, to all consequential and/or incidental damages, due to the termination of the Contract by Contractor or the District.

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

23. FEES, PERMITS AND CERTIFICATIONS

The Contractor shall pay for, secure and provide all necessary and required local, state and federal fees, permits and certificates. The Contractor and its subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations or rules. The Contractor shall upon request at any time during the term of this Contract submit to the District evidence that it and its subcontractors hold the required licenses.

24. TAXES

Contractor hereby accepts and assumes full and exclusively liability for and shall pay all applicable sales, use, excise or other taxes required by law (collectively, the "Taxes") on all materials, tools, apparatus, equipment, fixtures, services, incidentals or otherwise which may be purchased or used in connection with the work under the Contract or portions thereof, including, without limitation, all sales taxes, state and municipal taxes, business privilege taxes, use taxes and all contributions and payroll taxes under the provisions of Federal law or the laws of the Commonwealth of Pennsylvania. Contractor's Bid was made in accordance with such laws and includes Taxes in the Bid. Notwithstanding the foregoing, however, certain items acquired as part of the work may be exempt from the Taxes, and no charges shall be allowed for such exempt items. It shall be Contractor's responsibility to determine those items for which an exemption will apply, and Contractor shall obtain independent legal or other tax advice to determine how and to what extent an exemption from Taxes applies. In order to facilitate purchases free of sales and/or use tax in the Commonwealth of Pennsylvania, and upon certification by Contractor's legal and tax advisors that an item is, in fact, tax exempt, the District agrees to execute a tax exemption certificate prepared by Contractor or a subcontractor as may be required by the regulations of the Pennsylvania Department of Revenue. In the event that Contractor pays Taxes not properly due, the District shall be entitled to any refund relating thereto and Contractor agrees to assign any and all rights to said refund to the District. It is further agreed that the District shall have the right to deduct the amount of any and all such Taxes from the compensation owed to Contractor under the terms of the Contract at any time, in the District's sole discretion, as the District deems advisable, it being agreed that the District shall have the right to deduct any and all such Taxes from the next payments due under the Contract and from the retained percentages. The District or its representatives shall be afforded access to all Contractor's records, books, correspondence, instructions, drawings, receipts, vouchers, memoranda, certifications, and similar data relating to the Contract, and Contractor shall preserve all such records for a period of three (3) years, or for such longer period as may be required by law, after final payment. Further, the District or its representative shall have the

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authority, but not the obligation, to require Contractor to provide the District with certified payroll records for the labor furnished by Contractor in connection with the work.

25. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall, immediately upon demand, indemnify, defend and hold harmless the District (with legal counsel selected by the District), and the District Parties from and against any and all claims, suits, demands, liabilities, damages, losses, taxes and expenses, including, without limitation, legal fees and legal costs, arising out of or resulting from Contractor's performance or non-performance of the Contract, including, without limitation, claims, suits, demands, liabilities, damages, losses, taxes and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of property, including, without limitation, loss of use resulting therefrom, caused in whole or in part by acts or omissions or negligence of Contractor, its subcontractors, their respective officers, employees, agents, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, suit, demand, liability, damage, loss, tax or expense is caused in part by the District. The indemnification obligation under this paragraph shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for Contractor or a subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

26. TIME PERIOD FOR PERFORMANCE OF WORK

A. The Contract term shall be from the date of unconditional award of the contract to August 1, 2019. The date set for final completion of a Work Order is designated in each Work Order. Milestones may be set forth in the Specifications or a project schedule submitted by Contractor and approved by the District after the award of a Work Order. Time is of the essence in performing all services or work and/or supplying all products required by a Work Order and the Contract. Provisions for liquidated damages in the event of any delay in completing a Work Order may be set forth in the Specifications.

B. It is the intent of the District to provide Contractor with an initial batch of Work Orders (the "Initial Work Orders"). Within ten (10) days of receipt of the Initial Work Orders, Contractor shall provide the District with a Project schedule identifying the commencement and milestone dates for completion of the Initial Work Orders for the District's review and approval. The Contractor shall perform the work in strict accordance with the latest approved Project schedule for the Initial Work Orders.

C. In the event Contractor shall neglect or refuse to complete the Project as required, or any part thereof, or to replace or re-perform any service or work and/or product which is rejected, then the District is authorized and empowered to purchase materials, equipment and services from third parties, and in such manner as it shall elect at the expense of Contractor, or to cancel the Contract or one or more Work Orders; reserving to itself, nevertheless, all rights for damages, including, without limitation, legal fees, legal costs, and additional architectural, engineering or other design costs, which may be incurred by the District.

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D. If Contractor is delayed at any time in the progress of the work by any act or neglect of the District, its agents, employees, retained professionals (including, without limitation, a construction manager, architect and/or engineers, if any), any separate contractor employed by the District or by changes ordered in the work, labor disputes (excluding labor disputes with Contractor’s own employees, or its subcontractor’s own employees), fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties or by any other cause beyond the reasonable control of Contractor, Contractor’s exclusive remedy shall be an extension of time allowed for final completion of the work under the Contract. This extension of time shall not act as an entitlement for damages due and owing Contractor for said delay. Under no circumstances shall Contractor be entitled to claim or recover payment, compensation or damages for any delays from any cause whatsoever in the progress of the work, notwithstanding whether such delays be avoidable or unavoidable.

27. PAYMENT

A. Contractor will be paid according to the schedule below, provided all services or work and/or products which payment is requested has been completed in accordance with the Contract and Contractor is in full compliance with all requirements of the Contract. Invoices must be received by the end of each calendar month, and will be authorized for payment by the Board of Directors for the District at the following calendar months’ regular meeting.

Amount of Work Order	Payment Schedule
Under \$5,000	100% upon completion of specified work.
\$5,000 and above	Upon completion of 50% of specified work, respective payment amount shall be made, less retainage. Upon completion of 100% of specified work, remaining payment amount shall be made. Payments shall be subject to conditions of paragraph B hereof.

A. For any Work Order above Five Thousand Dollars (\$5,000), payment will be made only after the Detailed Cost Break-Down has been provided by Contractor and approved by the District. Payments shall be made only for work completed according to the Detailed Cost Break-Down. Five percent (5%) retainage shall be withheld by the District for all payments prior to final completion. Upon final completion to the satisfaction and acceptance by the District, in the District’s sole and absolute discretion, final payment, including retainage, shall be made.

B. In the event a dispute arises between the District and Contractor, the District shall have the option as it deems necessary in its sole and absolute discretion to withhold additional retainage over and above the amount already retained by the District in the sum of one and one-half (1-1/2) times the amount of any possible liability until such time as a final resolution is agreed to by all parties directly or indirectly involved.

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C. The Contractor shall retain the right to collect any proceeds from the rebates or discounts (e.g., manufacturer or governmental incentives) specifically enumerated in an attachment to Contractor's Bid Form. The District shall retain the right to collect any proceeds from any rebates or discounts not specifically enumerated in an attachment to Contractor's Bid Form. The Contractor and District will cooperate with the each other in applying for all rebates or discounts that may be available for the purchase of the services or work and/or products identified herein.

28. ACCESS CLEAN-UP/DAMAGE TO PREMISES.

Where work is to be performed by Contractor on District Property, Contractor shall keep the District's Property free from accumulation of waste materials or rubbish caused by Contractor's performance. During the progress of the work and at final completion of the work, Contractor shall remove from and about the District's Property, all waste materials, rubbish, Contractor's tools, construction equipment, machinery and surplus materials. If Contractor fails to clean up as provided herein, the District may do so, and the costs thereof shall be paid by Contractor upon demand or deducted from subsequent invoices, at the District's election. Contractor shall promptly remedy damage and loss to any District Property caused in whole or in part by Contractor, its subcontractors, or anyone directly or indirectly employed by them.

29. WARRANTY

All materials, equipment and products shall be new merchandise (except as agreed by the District), not previously used or recycled merchandise, and all workmanship shall be first class. All services, work, materials, equipment and products shall be guaranteed by Contractor against defects in workmanship and materials for a period of one (1) year from the date of final completion of the Work Order by Contractor and acceptance of the District of the work to be performed under the Work Order in accordance with the Contract Documents (the "Warranty Period"). Contractor shall promptly remedy, at Contractor's expense, any defects that were caused, in the sole judgment of the District, by defective or inferior workmanship or materials during the Warranty Period. If these defects are not remedied within five (5) days from notice received, the District shall have the right to replace any and all defective work and the Contractor agrees to pay all cost incurred thereby. Said costs may be deducted in whole or in part from the Contractor's bill if said bill has not been paid in full.

30. ASSIGNING OF CONTRACT

The Contractor shall not sell, transfer, assign, or otherwise dispose of the Contract, or any portion thereof, or of its right, title, or interest therein without the written consent of the District.

31. GOVERNING LAW

The Contract shall be governed by the law of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws. As between the District and Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be

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deemed to have accrued as provided by the laws of the Commonwealth of Pennsylvania. The District reserves all rights and privileges applicable to it pursuant to the doctrine of nullum tempus occurrit regi.

32. CLAIMS AND DISPUTES

A. Claims, disputes or other matters in question between the parties to the Contract arising out of or relating to the Contract or breach thereof shall be exclusively litigated in the Court of Common Pleas of Berks County and shall not be subject to arbitration, except for compulsory arbitration as provided by Berks County Civil Rules of Procedure, if applicable.

A. Pending resolution of any claim and/or dispute, unless otherwise agreed in writing, Contractor shall proceed diligently with performance of the Contract so as to avoid delay in the schedule of completion of the Project or applicable Work Order.

B. To the extent Contractor pursues a claim or litigation against the District and the District prevails on any or all of its own claims or defenses to Contractor's claims, Contractor will be liable for any and all legal fees, professional fees, costs or expenses of the District, as well as the true cost of any of the District's employees' time, associated with analyzing any claim, pursuing litigation or defending the claim or litigation. Further, to the extent any Contractor makes an excessive number of claims, which excessiveness shall be determined solely in the discretion of the District, and the District incurs any legal fees, professional fees, expenses, costs (including, but not limited to, employee cost), Contractor shall be liable for such fees, expenses or costs. In the event of a dispute between Contractor and the District, to the extent that the District incurs any legal fees, professional fees, or other costs or expenses, Contractor will be responsible for those amounts, which will be deducted, to the extent available, from any amount due Contractor. If the amount due Contractor is not sufficient to cover such costs and expenses, Contractor shall pay the difference to the District within seven (7) days of receipt of the District's invoice for such legal fees, professional fees, or other cost or expenses.

33. WAIVER OF CLAIMS

The acceptance of final payment shall constitute a waiver of all claims by Contractor against the District other than those previously made in writing and specifically identified by Contractor as unsettled at the time of application for final payment.

34. TERMINATION OF CONTRACT

Upon ten (10) days written notice to Contractor, the District may, with or without cause and without prejudice to any other right or remedy, elect to terminate the Contract. Upon receipt of written notice from the District of such termination, Contractor shall cease operations as directed by the District in the notice; take actions necessary, or as the District may direct, for the protection and preservation of the work or products; and except for work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing contracts, subcontracts and purchase orders and enter into no further contracts, subcontracts and

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purchase orders. In case of such termination, where Contractor is without fault, Contractor shall be entitled to receive payment from the District for all satisfactorily services or work and/or products completed prior to termination.

35. PENNSYLVANIA PROMPT PAY ACT

Contractor expressly waives any right to penalties, interest and attorney's fees pursuant to the prompt payment provisions of the Pennsylvania Commonwealth Procurement Code, 62 Pa.C.S. § 3931 et seq., as amended from time to time.

36. COMPLIANCE WITH LAWS

A. Contractor shall comply with all applicable federal, state, local and industry statutes, regulations, ordinances, codes and standards. The specific statutory requirements enumerated in this Section shall not limit the generality of the foregoing sentence or be construed as an exhaustive enumeration of Contractor's obligations under applicable laws. The failure to specifically reference or include said matters in the Contract does not excuse Contractor from compliance with same. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

B. Hazardous Materials. Each Contractor supplying or using any materials containing any hazardous substance listed on the Hazardous Substance List compiled by the Commonwealth of Pennsylvania, Department of Labor & Industry, must furnish appropriate material safety data sheets for all products for this Project. The District reserves the right to require Contractor to use alternative products if, in the District's sole discretion, the product is too hazardous to be used in an educational facility. The Contractor shall comply with all other terms and conditions of the Pennsylvania Worker and Community Right-to-Know Act, Act No. 159 of 1984, 35 P.S. §7301 *et seq.*, providing all information regarding the composition of all materials and products used or installed as part of the Project when required.

C. Human Relations. Contractor shall comply with the Pennsylvania Human Relations Act, 43 P.S. §951 *et seq.*, which prohibits discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, contractors and others. Contractor's attention is directed to the language of the Commonwealth Non-Discrimination Clause as set forth in 16 Pa. Code §349.101.

D. Non-Discrimination. In hiring of employees for the performance of work under the Contract or any subcontract hereunder, no contractor or subcontractor shall by reason of race, creed or color, religious creed, ancestry, age, sex, national origin, handicap or disability, discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No Contractor, subcontractor, or

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any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract/purchase order on account of race, or color, religious creed, ancestry, age sex, national origin, handicap or disability. Should the District be subjected to any costs or damages as a result of the Contractor's actions which have caused a charge of discrimination, the District shall be indemnified fully for any such losses which would include, but not be limited to damages awarded against the District, its attorney's fees and any other such costs. The Contract may be cancelled or terminated by the District, and all moneys due, or to become due hereunder may be forfeited for a second or any subsequent violation of the terms of conditions of this paragraph.

E. Pennsylvania Uniform Construction Code. The Contractor shall comply with all requirements of the Pennsylvania Uniform Construction Code, 35 P.S. § 7210.301 – 7210.304.

F. Prevention of Environmental Pollution. Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all invitations for bids and requests for proposals for construction projects issued by any governmental agencies set forth any provision of Federal and State statutes, rules, and regulations dealing with prevention of environmental pollution and the preservation of public natural resources that affect the Project. In this regard, a list of said provisions has been prepared by the Pennsylvania Department of Environmental Resources under Act 247 of 1972, 52 P.S. § 1612 (repealed). A copy of said list is available from Owner upon request. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations enumerated in said list. Where any identified environmental statute, rule and/or regulation has been revised, amended, supplemented, repealed and/or supplanted, Contractor shall comply with such statute, rule and/or regulation as so modified. Notwithstanding the foregoing, failure to include any applicable environmental statute, rule and/or regulation in said list shall not relieve Contractor of its obligation to comply with same.

G. Site Excavation. To the extent applicable, Contractor shall comply with all rules and regulations of Chapter 102, Title 25 of the Pennsylvania Code relating to soil erosion and sedimentation control. Prior to any grading, Contractor shall obtain approval from the Department of Environmental Protection or County Conservation Commission for an approved sedimentation and erosion control site plan and shall perform all necessary site work in accordance with said plan. The plan shall be available at the site at all times. The Contractor shall maintain all devices as required to control erosion caused by storm water and prevent dust and particles from being distributed on site. Contractor shall request the location and type of utility lines at the Project site by notifying utility owners through the one call system as defined in 73 P.S. § 176. Notification shall be not less than three (3) business days nor more than ten (10) business days in advance of beginning excavation or demolition work. No work shall begin earlier than the scheduled excavation date which shall be on or after the third business day after notification.

H. Aluminum and Steel Products. The Contractor shall strictly comply with all requirements of the Pennsylvania Steel Products Procurement Act, 73 P.S. § 1881, *et seq.*, and Trade Practices Act, 71 P.S. § 773.101, *et seq.*, with respect to any steel aluminum or cast iron product (including machinery and equipment) used in connection with the Project.

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I. Discrimination Prohibited. According to 62 Pa. C.S. § 3701, Contractor agrees to comply with and require subcontractors to comply with the following:

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

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

(iii) The Contract may be canceled or terminated by the District and all money due or to become due under the Contract may be forfeited, for a violation of the terms or conditions of 62 Pa. C.S. § 3701.

(iv) Contractor and each subcontractor or any person acting on their behalf shall furnish necessary employment documents and records to and permit access to their books, records, and accounts by the District and the Bureau of Contract Administration and Business Development, for purposes of investigation, to ascertain compliance with the terms or conditions of the Contract. If Contractor or any subcontractor does not possess documents or records reflecting the necessary information requested, Contractor or subcontractor shall furnish such information on reporting forms supplied by the District or the Bureau of Contract Administration and Business Development.

J. Public Works Employment Verification Act. Contractor shall cause each subcontractor (as defined in the Public Works Employment Verification Act) to submit to the District a separate and complete Verification Form, executed by a representative who has sufficient knowledge and authority to make the representations and certifications contained in the Verification Form required by the Public Works Employment Verification Act, 43 P.S. § § 167.1 *et seq.*, before performing any work on the Project.

K. Pennsylvania Prevailing Wage Rates (Applies: Yes No). The work intended to be completed under this Contract is maintenance work only, as “maintenance” is defined in the Pennsylvania Prevailing Wage Act, Pennsylvania Prevailing Wage Act, 43 P.S. §165.1, *et seq.* Accordingly, Prevailing Wage Rates do not apply.

L. Criminal History and Child Protective Services Information. Unless the District stipulates in writing otherwise, the background checks required pursuant to 24 P.S. § 1-111 and 23 Pa. C.S. § 6344, each as amended from time-to-time, shall be submitted to the District for review and approval prior to Contractor or any of Contractor’s employees (including any subcontractor’s or supplier’s employees) commencing work under the contract. Contractor shall be required to obtain Criminal History Reports (24 P.S. § 1-111), Child Abuse Clearances (23 Pa. C.S. § 6344) and an Employment Background Review (24 P.S. § 1-111.1) for any individual

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Contractor intends to utilize in conjunction with the contract. No Criminal History Reports or Child Abuse Clearances submitted may be more than fifty-five (55) months old at the time of submission and will expire at the point it is sixty (60) months old. The District shall follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Criminal History Reports, Child Abuse Clearances and Employment Background Review.

In compliance with 24 P.S. § 1-111, as amended, and 23 Pa.C.S. § 6344, Contractor shall be required to:

(a) Present the original Criminal History Reports, Child Abuse Clearances and Employment Background Reviews to the District's superintendent or superintendent's designee prior to the beginning of work under the contract for copying and evaluation of the suitability of each such individual based upon the applicable statute, as amended. The District shall retain a copy of the official background check information and shall note on that copy the date on which the original document was inspected and the name of the administrator who viewed the original. This copy shall be retained in District's records, with the original being returned to the Contractor.

(b) Follow the same procedure described above prior to performing any work under the contract if any new employees are added to the workforce during the course of the work.

(c) Cover all costs for the Criminal History Reports, Child Abuse Clearances and Employment Background Review.

(d) Upon review of the Criminal History Reports, Child Abuse Clearance or Employment Background Review for any particular individual, District may determine that utilizing the individual pursuant to the contract is inappropriate. At that point, District shall notify Contractor in writing and Contractor shall then assign a different, cleared individual without delay to the role that otherwise would have been filled by the excluded individual. Similarly, Contractor shall also assign a different, cleared individual without delay if a previously cleared individual fails to submit new Criminal History Reports or Child Abuse Clearances prior to the expiration of the old report(s).

Contractor shall require each of Contractor's employees, prior to performing any work under the contract, to take the Act 126 (mandatory reporter training) online course offered by the District.

37. INTERPRETATIONS

The captions and headings of various Paragraphs in the Contract are for convenience only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof. The invalidity of any covenant, restriction, condition, limitation or any other part or provision of the Contract shall not impair or affect in any manner the validity, enforceability or effect of the remainder of the Contract.

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22. COMPLIANCE WITH DISTRICT RULES AND REGULATIONS

A. No Smoking or Tobacco use in Buildings. Contractor will prohibit employees from smoking or using tobacco products in District Buildings, while on campus.

B. Sexual Harassment. Contractor will prohibit employees while on campus from engaging in sexual harassment activity. Sexual harassment activity is defined as unwelcome sexual advances, requests for sexual favors, and/or other verbal or physical conduct or written communication of an intimidating, hostile or offensive sexual nature.

C. Motor Vehicle Rules and Regulations. Contractor must conform to the following District Motor Vehicle Rules and Regulations:

- Use only those spaces designated for use by a service vehicle.
- In the event these designated spaces cannot be utilized, notify the District's Public Safety Department for proper clearance.
- Obtain and display a parking permit from the District's Public Safety Department.
- Restrict Vehicles to 15 MPH and observe all traffic regulations posted on school property.

23. SUPPLEMENTARY CONDITIONS

A. The Contractor shall at all times protect and preserve all District property and assume full responsibility for any damages which may occur during or as result of services performed on the site.

B. The Contractor shall at all times while on the premises, take appropriate safety measures in the interest of persons in attendance.

C. All systems in all and/or part shall conform to all pertinent laws, ordinances and regulations of all bodies having jurisdiction, at all governing levels. In case of conflict between governing levels, the more stringent law shall apply. As a minimum, all work shall comply with Uniform Construction Code, BOCA codes, NFPA, ADA, and OSHA requirements.

D. All maintenance work shown on the plans and not expressly mentioned in the specifications and all work specified and not shown on the plans but obviously necessary for the proper execution of same shall be performed by the Contractor, as it is not the intent to delineate or describe every detail and feature of work. No additions to the Contract sum will be approved for any materials, equipment and/or labor to perform work hereunder unless it can be clearly shown to be beyond the scope and intent of the drawings and specifications and absolutely essential to the proper prosecution of the work.

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E. No extras of any kind or amount will be allowed or considered for any Contractor due to the Contractor's failure to examine and secure the required and available information or neglect to include any and all materials, tools, equipment, transportation, accessories, fixtures, and labor required to fully complete the work that is intended or specified herein.

F. The Contractor shall pay all fees and obtain and pay for all permits and inspections required with their work.

G. Contractor shall schedule their work to avoid any interruption of any utility services to the operating areas of the building during normal working hours. Interruption of services shall be done off hours at no additional cost to the District.

H. Contractor shall notify the District three (3) days prior to any interruption of services. The scheduling of all interruptions shall be approved by the District.

I. All services to systems must be maintained in the areas of this project at all times. Any required interruptions must be at the convenience of the District.

J. The Contractor shall, after acceptance of the installation by the District, provide any service incidental to the proper performance of the system under the warranties outlined above for the time periods listed above.

K. Cooperation with the District's Authorities. Work under the Contract in progress or anticipated which may cause unusual problems for the District's personnel or the public shall be subject to revision in method or timing upon request of the District's authorities. Contractor must cooperate with the District's authorities in the performance of work, and make sight changes in methods or time of performance of work when requested, without additional cost to the District.

L. Coordination and Scheduling. Contractor will cooperate and coordinate with all other entities, and/or their representatives whose presence is deemed necessary by the District.

- M. Alteration to Equipment. Contractors are not permitted to:
- Alter any equipment or device to perform their work without permission of the District.
 - Prop open any doors or disable any locking mechanism.
 - Disrupt any utilities or alarm systems without prior notice and authorization.

N. Remove refuse material and clean work area daily. All disposed material shall be handled and documented in accordance with Local, State, and Federal regulations.

O. All deliveries, pick-ups, and entrance needs of the contractor shall be made at the appropriate delivery and loading dock locations and **NOT** via normal personnel entrances and exits.

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24. CHANGES IN PRICE

Neither the Bid price, nor the Contract sum, as applicable, will be based in any matter upon oral opinions of real or alleged instructions regardless of whether the instructions are expressed by the District, the Contractor, or their agents/representatives. These provisions do not deny normal discussion, recommendations, explanations, suggestions, approval, rejections, and similar activity of either or both parties in pursuit of work on an oral basis, such as in conference and otherwise at the site, but in such instances, documentation shall govern over personal claims regarding statements made contrary to written data. Interpretations of specifications, to be effective for claim purposes or for justification as to proper procedure in performing the work, must be obtained in writing before submitting a quotation or such work is begun, as applicable.

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BID FORM

Wilson School District
Administration Building
Business Office
2601 Grandview Blvd.
West Lawn, PA 19609-1324

DATE _____

BIDDER _____

Attn: Christine Schlosman, CPA, CFO

Re: General Construction Maintenance Work Order Project

The following Bid is submitted in response to your Invitation to Bid.

The Bid Security in the amount required by the Instructions to Bidders and the General Conditions of the Contract is enclosed with the Bid. It is agreed by this Bidder that the Bid Security shall be forfeited to the Wilson School District ("District") if this Bidder does not, within ten (10) days after notification of Award of Contract, furnish to the District the applicable Performance Bond, Payment Bond, insurance certificate, Verification Form, and executed Contract as required by the Bid Documents.

This Bidder has carefully examined the Bid Documents and the Project site, and certifies that it fully understands the requirements thereof. This Bidder agrees that, upon receipt of a fully executed Contract, it will furnish and deliver materials and perform the work necessary to complete each Work Order and the Project in accordance with the Specifications and other Contract Documents in an expeditious and workmanlike manner to the complete satisfaction and acceptance of the District for the price hereinafter stated.

This Bidder submits this Bid with the understanding that the work encompassed in the Bid Documents shall be commenced promptly upon receipt of a Work Order(s) and shall be fully and finally completed within the time period set forth in the applicable Work Order(s) and that time for the completion of the work shall be considered of the essence.

This Bidder understands the following supplements to the Bid Form must be submitted concurrent with this Bid submission.

Bid Security
Non-Collusion Affidavit
List of References

Bidder understands the following supplements to the Bid Form must be executed and submitted to the District within ten (10) calendar days after notification is received that it is the lowest

Bidder's Initials _____

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responsive and responsible Bidder and that failure to do so within such time shall be a deficiency in the Bid and cause for the District to reject this Bid, award the Contract to another entity and retain Bidder's Bid Security:

- Contract Form
- Performance Bond
- Payment Bond
- Certificate of Insurance
- Verification Form required by the Public Works Employment Verification Act

This Bid is submitted with the definite understanding that Bids are valid for acceptance by the District and may not be withdrawn for a period of at least sixty (60) days after the actual date of the opening thereof, or such longer period specified in the Construction Documents.

It is understood that the District reserves the right to reject any or all Bids, or part(s) thereof or item(s) therein, and to waive technical deficiencies with the Bid if it is in the best interests of the District. Omission of any information may be sufficient cause for rejection of this Bid. It is further understood that competency and responsibility of Bidders will receive consideration before the Award of Contract.

The undersigned will not assign its Bid or any of its rights or interests thereunder without the written consent of the District.

The Unit Prices and other required information are submitted in the spaces provided. Handwritten initials on each page of this Bid Form identify each as a part of this Bid.

UNIT PRICES

The Contractor is required to bid unit prices on the following items as identified below. Unit prices included in the Bid Form shall be applied to determine the contract sum applicable to a Work Order, and an equitable adjustment of the contract sum applicable to a Work Order in connection with extra work or changes ordered and approved by the District in writing under a supplemental Work Order.

Hourly Rates: Unit prices for Hourly Rates submitted by Bidder shall include all profit, overhead, insurance, taxes, labor, equipment, mark-ups, transportation, general conditions costs and tools necessary and required to fully complete the work item, as specified and details for the work item under the project Specifications. The unit prices for Hourly Rates does not include pricing for materials. Hourly Rates shall be fixed for the term of the Contract. The Bidder agrees if awarded the contract, that the value of work and materials shall be computed in accordance with the Contract Documents and at the following established unit prices:

Hourly Rate during business hours (6:00 a.m. to 10:00 p.m. Monday through Friday)

_____ (\$ _____) per hour.

Bidder's Initials _____

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Materials: The Bidder agrees that materials shall be provided as requested by the District at cost, with no more than a ten percent (10%) mark-up. The ten percent mark-up is an aggregate mark-up and includes all mark-up by Contractor and any subcontractor or supplier. Accordingly, no mark-up in excess of ten percent total shall be passed on to the District.

The Bidder agrees that the Hourly Rate for actual hours worked (computed to the nearest quarter of an hour) plus the cost of materials requested by the District (with mark-up not exceeding 10%) are the sole costs permitted under the Contract.

ADDENDA

The Bidder acknowledges receipt of Addenda listed below which have been issued during the bidding period and agrees that said Addenda shall become part of the Contract (Bidder shall list numbers and dates of Addenda received). Bidder understands that it had the responsibility to confirm its receipt of all Addenda prior to the submission of its Bid. Addenda properly issued by District and not listed herein shall be cause for rejection of the Bid.

No. _____ Date _____

No. _____ Date _____

No. _____ Date _____

IDENTIFICATION OF BIDDER

Company _____ Phone _____

Address _____

Please check the appropriate category:

_____ Sole Proprietorship _____ Partnership _____ Joint Venture

_____ Pennsylvania Corporation or Limited Liability Company

_____ Foreign Corporation or Company Registered in PA

Other: _____ (please identify)

State of Organization: _____

Federal Identification Number: _____

Bidder's Initials _____

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All correspondence and notices to the Bidder related to this Bid and Contract, if awarded, shall be directed to:

Name: _____

Title: _____

Phone: _____

Address: _____

Email Address: _____⁺

⁺Correspondence directed to the following email address shall be deemed received by the Bidder on the date the email was transmitted.

The undersigned hereby certifies that this Bid is genuine and not sham, collusive, fraudulent or made in the interest of or on behalf of any person, firm, or corporation not herein named; and that the undersigned has not, directly or indirectly, induced or solicited any Bidder to submit a sham Bid, or any other person, firm or corporation from bidding, and that the undersigned has not, in any manner, sought by collusion to secure for himself any advantage over any other bidder.

SIGNATURES

(Individual)

WITNESS: _____ (SEAL)
(Signature of Individual)

(print name of Individual)
trading & doing business as

Bidder's Initials _____

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(Partnership)

WITNESS:

(Name of Partnership)

By: _____ (SEAL)

Print Name: _____

Partner

By: _____ (SEAL)

Print Name: _____

Partner

By: _____ (SEAL)

Print Name: _____

Partner

(Corporation)

ATTEST:

(Name of Corporation)

Print Name: _____

Title: Secretary (Assistant Secretary)

By: _____ (SEAL)

Print Name: _____

Title: President (Vice President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS:

(Name of Corporation)

*By: _____

(Authorized Representative)

Print Name: _____

*Attach resolution evidencing authority to execute on behalf of the corporation.

Bidder's Initials _____

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(Limited Liability Company)

WITNESS:

(Name of Limited Liability Company)

By: _____ (SEAL)

Print Name: _____

(Managing) Member

By: _____ (SEAL)

Print Name: _____

Member

By: _____ (SEAL)

Print Name: _____

Member

or (if appropriate)

WITNESS:

(Name of Limited Liability Company)

*By: _____

(Authorized Representative)

Print Name: _____

*Attach resolution evidencing authority to execute on behalf of the company.

Bidder's Initials _____

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NON-COLLUSION AFFIDAVIT

Commonwealth of Pennsylvania :
: s.s.
County of _____ :

I state that I am _____ of _____ the Bidder
(Title) (Name of My Company),
that submitted the attached Bid and that I am authorized to make this affidavit on behalf of my
company, its owners, directors, and officers. I am the person responsible in my company 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 by the Bidder, any of its sureties, agents,
representatives, owners, employees, or parties in interest with any other contractors, bidders,
potential bidders or any other sureties, agents, representatives, owners, employees or parties in
interest of any other contractors, bidders or potential bidders. The price(s) quoted in the attached
Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful
agreement on the part of the Bidder or any of its sureties, agents, representatives, owners,
employees, or parties in interest.

(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 company or
person who is a bidder, potential bidder or a surety, agent, representative, owner, employee or
party in interest of any other contractor, bidder or potential bidder, and they will not be disclosed
before opening bid.

(3) No attempt has been made or will be made to induce any company or person to
refrain from bidding on this contract, or to submit a Bid higher than this Bid, or to submit any
collusive or intentionally high or non-competitive Bid or other form of complementary Bid.

(4) The Bid of my company is made in good faith and not pursuant to any agreement
or discussion with, or inducement from, any bidder, potential bidder or a surety, agent,
representative, owner, employee or party in interest of any other contractor, bidder or potential
bidder to submit a complementary or other non-competitive Bid.

(5) _____, its affiliates, subsidiaries, officers, directors, and
(Name of My Company)
employees are not currently under investigation by any governmental agency and have not in the
last four (4) 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

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contract, except as follows: _____
_____.

I state that _____ understands and acknowledges that the
(Name of My Company)
above representations are material and important, and will be relied on by Wilson School District
in awarding the contract(s) for Project for which this Bid is submitted.

I understand and my company understands that any misstatement in this affidavit is and
shall be treated as fraudulent concealment of true facts relating to the submission of Bids for this
contract.

(Name and Position in Company)

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

Notary Public
My Commission Expires:

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CONTRACT FORM

This Contract is made and entered into this _____ day of _____, 20____ by and between the Wilson School District (hereinafter, the "District") and _____ (the "Contractor").

Whereas, Contractor submitted a Bid for the full and complete performance of the General Construction Maintenance Work Order Project (the "Project") as detailed in the Specifications incorporated in the Contract Documents;

Whereas, the District notified Contractor that it was the lowest responsive and responsible Bidder for the Project;

Whereas, Contractor executes this Contract Form to memorialize its acceptance of the terms and conditions of the Contract.

Now, therefore for the consideration stated herein and other good and valuable consideration, the sufficiency of which is expressly acknowledged by both parties, and intending to be legally bound hereby, the parties mutually agree as follows:

1. Capitalized terms not defined herein shall have the same means as set forth in the Instructions to Bidders or General Conditions of the Contract, as applicable.

2. Contractor agrees to furnish all products and/or work for the completion of the each Work Order and the Project to the District in accordance with the Contract Documents.

3. Subject to the requirements of the General Conditions of the Contract, monthly, the Contractor shall submit to the District an itemized Application for Payment, notarized if required by the District, supported by such data substantiating the Contractor's right to payment for each Work Order as the District may require. Application for Payment shall be submitted on the date agreed to by the parties each month for the value of labor and materials incorporated in the work and of materials and/or equipment stored at the site as of the end of the preceding month, less retainage as determined by the District. The Contractor shall submit with each Application for Payment, payroll records, release of lien statements (partial or final, as applicable), warranties, guarantees, or such other documentation as the District may require.

4. Contractor shall complete all work under each Work Order so that the District may take beneficial use there of no later than the completion date set forth in the Work Order.

5. The entire integrated agreement between the District and Contractor in connection with the Project includes this Contract Form, the completed Performance Bond, the completed Payment Bond, the completed Non-Collusion Affidavit, the completed Bid Form, each fully executed Work Order, any other completed forms required by the Bid Documents, and the Bid Documents, all of which are incorporated herein by reference.

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IN WITNESS WHEREOF, the Contractor and District cause this Contract to be signed, sealed and delivered as of the day and year first above written.

Contractor:

Wilson School District:

Signature

Signature

Name and Title

Name and Title

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BID BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____
(hereinafter called the "Principal"), and _____
a company authorized to transact business in the Commonwealth of Pennsylvania, and having its
principal office at _____
(hereinafter called the "Surety"), as Surety, are held and firmly bound unto the WILSON
SCHOOL DISTRICT (hereinafter called the "Obligee"), as Obligee, in the amount equal to
Fifteen Thousand Dollars (\$15,000.00) (the "Penal Sum"), as lawful money of the United States
of America, for payment of which we bind ourselves, and each of our respective heirs, legal
representatives, successors and assigns, jointly and severally, by these presents, on this _____
day of _____, 20____.

WHEREAS, said Principal is herewith submitting to the Obligee a bid to perform
General Construction work for the Obligee's, district-wide, General Construction Maintenance
Work Order Project, in Berks County, Pennsylvania, pursuant to drawings, specifications, work
orders and other Contract Documents incorporated into said bid by reference; and it is a
condition of the Obligee's receipt and consideration of said bid that such shall be accompanied
by bid security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event
of acceptance of its Bid by Obligee and within the period specified therefore in the Contract
Documents, enter into a written contract with the Obligee, in accordance with the Bid as
accepted, and give bond(s) with good and sufficient surety or sureties, as may be required for the
faithful performance and proper fulfillment of such contract, in the form specified by the
Obligee, and furnish the required verification form, certificates of insurance and any other
documents listed in the Contract Documents, in all respects as required by the Contract
Documents, then this obligation shall be void and of no effect, but otherwise it shall remain in
full force. In the event of the failure to enter into such contract, give such bond(s), and furnish
such verification form, certificates of insurance or other required documents within the time
specified, the Principal and Surety will pay to the Obligee the full amount of the Penal Sum
together with interest as liquidated damages and not as a penalty.

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

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

Witness: _____ By: _____
_____ Name: _____

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

Corporate/Limited Liability Principal
Name of Corporation/Company: _____ By: _____
Attest: _____ Name: _____
_____ Title: _____ *

[SEAL]

* If the signatory is an authorized representative, attach proof evidencing authority to execute on behalf of the corporation or limited liability company.

Corporate Surety
Name of Surety: _____ By: _____
Witness or Attest: _____ Name: _____
_____ Title: _____ **

[SEAL]

** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

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PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____,
as Principal (the "Principal"), and _____, a corporation organized
and existing under laws of the _____ of _____, with a principal
office at _____
_____, and authorized to do business in the Commonwealth of
Pennsylvania, as Surety (the "Surety"), are held and firmly bound, jointly and severally, unto the
WILSON SCHOOL DISTRICT, as Obligee (the "Obligee"), as hereinafter set forth, in the full and
just sum of One Hundred Thousand Dollars (\$100,000.00) lawful money of the United States of
America, for the payment of which we bind ourselves, our heirs, executors, administrators,
successors and assigns, jointly and severally, firmly by these presents. If more than one surety is
named above, said sureties shall be jointly and severally liable to Obligee.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain bid (the "Bid"),
to perform certain General Construction work for the Obligee, in connection with the district-wide
General Construction Maintenance Work Order Project located in Berks County, Pennsylvania,
pursuant to drawings, specifications and other related documents, which are incorporated into the
Bid by reference and a part thereof (the "Contract Documents"); and

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

WHEREAS, The Obligee, is a "contracting body" under provisions of Act No. 385 of the
General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on
December 20, 1967, known as and cited as the "Public Works Contractors' Bond Law of 1967" (the
"Act"); and

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

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

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into a contract with respect to performance of such work (the "Contract"), the form of which Contract is set forth in the Contract Documents.

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

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

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Contract and in accordance with the Contract Documents, including any amendment, extension or addition to the Contract and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant, in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have

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execution upon the judgment; provided, however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal, but has no contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have given written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this Bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material was supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Contract is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the District in which the project, to which the Contract relates, is situated, and not elsewhere.

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

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

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

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

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be

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

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

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

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

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

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Corporate Surety

Name of Surety: _____

Witness or Attest:

By: _____

Name: _____

[SEAL]

Title: _____ **

** Attach an appropriate Power of Attorney evidencing the authority of the Attorney-in-Fact to act on behalf of the Surety.

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PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the "Principal"), and _____, a corporation organized and existing under the laws of the _____ of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the "Surety"), are held and firmly bound, jointly and severally, unto the WILSON SCHOOL DISTRICT, as Obligee (the "Obligee"), as hereinafter set forth in the full and just sum of One Hundred Thousand Dollars (\$100,000.00), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

WITNESSETH THAT:

WHEREAS, The Principal heretofore has submitted to the Obligee a certain bid (the "Bid"), to perform certain General Construction work for the Obligee, in connection with the district-wide General Construction Maintenance Work Order Project located in Berks County, Pennsylvania pursuant to plans, specifications, work orders and other related documents, constituting the contract documents, which are incorporated into the Bid by reference and a part thereof (the "Contract Documents"); and

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

WHEREAS, the Obligee is a "Contracting Body" under provisions of Act No. 385 of the General Assembly of the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known and cited as the "Public Works Contractors' Bond Law of 1967" (the "Act"); and

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

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

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Principal shall furnish this Bond to the Obligee, and if the Obligee shall make an award to the Principal in accordance with the Bid, then the Principal and the Obligee shall enter into an contract with respect to performance of such work (the "Contract"), the form of which Contract is set forth in the Contract Documents.

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

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

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

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

Any proceeding, legal or equitable, under this Bond shall be instituted in the Court of Common Pleas of Montgomery County, Pennsylvania, and in any such proceeding Obligee may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Bond shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

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

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

Witness:

By: _____

Name: _____

Partnership Principal

Name of Partnership: _____

By: _____

Performance Bond

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Witness: _____	Name: _____ Title: _____ By: _____
Witness: _____	Name: _____ Title: _____

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

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

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SPECIFICATIONS

Work Orders may be issued for any District Buildings and facilities, for maintenance work that may include, but is not limited to, the following:

- Concrete work to eliminate any areas of unevenness and/or tripping hazards of curbs, sidewalks and/or ramps;
- Spot replacement of drywall;
- Sealing /resealing leaking windows;
- Spot painting and/or power washing building interior or exterior;
- Assessing/ensuring proper functioning of drainage grates and/or gutters; possible replacement of same;
- Sealing/resealing concrete;
- Patching of leaking areas of roofs; and
- Replacement of interior/exterior doors.

The aforementioned list does not guarantee that the District will issue Work Orders for any or all of the stated maintenance work.

The aforementioned list is not intended to be exhaustive.