

## **INVITATION TO BID**

The Wilson School District will receive sealed bids for Plumbing Construction Work for the Dishwasher Replacement at Spring Ridge Elementary School Project. Bids shall be received by the Wilson School District by 11:00 a.m. (Eastern Standard Time) on November 30, 2018, at the District's Food Service Office, located at 2601 Grandview Boulevard, West Lawn, Pennsylvania 19609.

Interested persons may obtain the Bid Documents at the Food Service Office of Wilson School District beginning Monday, November 12, 2018, by phoning (610) 670-0180, ext. 1147 or ext. 1148 weekdays between the hours of 8:30 a.m. and 5:00 p.m., by emailing [gilcar@wilsonsd.org](mailto:gilcar@wilsonsd.org), or by accessing the Food Service Office's page of the Wilson School District website, [www.wilsonsd.org](http://www.wilsonsd.org).

Questions regarding the Bid Documents shall be submitted by email to Carol H. Gilbert, Interim Food Service Director, by email at [gilcar@wilsonsd.org](mailto:gilcar@wilsonsd.org) no later than 5:00 p.m. on Wednesday, November 21, 2018.

Timely submitted Bids will be publicly opened and read aloud on Friday, November 30, 2018, at 11:15 a.m. at the District's Administration Building, located at 2601 Grandview Boulevard, West Lawn, Pennsylvania 19609.

**Project Manual and Bid Documents for:**  
**Dishwasher Replacement at Spring**  
**Ridge Elementary School Project**

Wilson School District  
2601 Grandview Boulevard  
West Lawn, Pennsylvania 19609



Small Construction Package

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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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 DISHWASHER REPLACEMENT AT SPRING RIDGE ELEMENTARY SCHOOL PROJECT. BIDDERS 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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**Dishwasher Replacement at Spring Ridge Elementary School Project**

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Bid Documents, including the Specifications, will be available beginning Monday, November 12, 2018, by phoning (610) 670-0180, ext. 1147 or ext. 1148 weekdays between the hours of 8:30 a.m. and 5:00 p.m., by emailing [gilcar@wilsonsd.org](mailto:gilcar@wilsonsd.org), or by accessing the Food Service Office's page of the Wilson School District website, [www.wilsonsd.org](http://www.wilsonsd.org).

Questions regarding the Bid Documents shall be submitted by email to Carol H. Gilbert, Interim Food Service Director, by email at [gilcar@wilsonsd.org](mailto:gilcar@wilsonsd.org) no later than 5:00 p.m. on Wednesday, November 21, 2018.

Timely submitted Bids will be publicly opened and read aloud on Friday, November 30, 2018, at 11:15 a.m. at the District's Administration Building, located at 2601 Grandview Boulevard, West Lawn, Pennsylvania 19609.

End of Document

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**INSTRUCTIONS TO BIDDERS**

**1. BID DOCUMENT AVAILABILITY**

A. The Bid Documents have been prepared by and may be obtained by phoning (610) 670-0180, ext. 1147 or ext. 1148 weekdays between the hours of 8:30 a.m. and 5:00 p.m., by emailing [gilcar@wilsonsd.org](mailto:gilcar@wilsonsd.org), or by accessing the Food Service Office's page of the Wilson School District website, [www.wilsonsd.org](http://www.wilsonsd.org). The Bid Documents are made available only for the purpose of obtaining Bids for the Dishwasher Replacement at Spring Ridge Elementary School 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 must be in writing and received by the District by email to Carol H. Gilbert, Interim Food Service Director, by email at [gilcar@wilsonsd.org](mailto:gilcar@wilsonsd.org) no later than 5:00 p.m. on Wednesday, November 21, 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. 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 which 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 Project Manual Table of Contents, Invitation to Bid, Instructions to Bidders, General Conditions of the Contract, Bid Bond Form, Agreement of Surety Form, Contract Form, Performance Bond Form, Payment Bond Form, Non-Collusion Affidavit Form, List of Statutes, Specifications, Drawings, Bid Form and any Addenda.

D. Bid: The completed Bid Form and all supplementary documents submitted by Bidder for the Plumbing Construction Work associated with this Project.

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- E. Bid Security: A certified check, bank cashier's check, trust company treasurer's check, or Bid Bond prepared on the form contained in the Bid Documents used to guarantee the Bid.
- F. Bidder: Person or entity submitting a Bid.
- G. Base Bid: Monetary sum identified by Bidder on the Bid Form for the full performance of the Project in accordance with the Contract.
- H. Contract: The entire integrated agreement between the District and Contractor for the Project and includes, without limitation, the fully executed and complete Contract Form, the Instructions to Bidders, General Conditions of the Contract, executed Performance Bond, executed Payment Bond, executed Non-Collusion Affidavit, executed and completed Bid Form, List of Statutes, and the Specifications and Drawings.
- I. Contractor: Bidder to whom the Contract is awarded.
- J. Detailed Cost Break-Down: An itemized list of all labor materials required to complete the Project 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.
- K. District: Wilson School District, its agents, employees, elected officials and/or authorized representatives.
- L. District Parties: The District Parties include, without limitation, employees, elected officials, agents and retained professionals (including, without limitation, a construction manager, architect and/or the engineer, if any) (collectively, the "District Parties").
- M. District Property: Shall mean any real property owned or operated by the District.
- N. Project: Dishwasher Replacement at Spring Ridge Elementary School Project.
- O. Specifications: The drawings, plans and specifications included with the Bid Documents that provide the technical details of the services and products required to complete the Project.
- P. 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.*)

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**3. APPLICABILITY OF INSTRUCTIONS**

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

**4. PREPARATION AND SUBMISSION OF BIDS**

A. Bidder shall be solely responsible for the delivery of its Bids 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 Bidders 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, systems, and equipment required by the Specifications; and it 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 including 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. Bidder warrants that its Base Bid includes a deduction(s) for all rebates and discounts (e.g., manufacturer and/or governmental) that may be available as a result of the District's purchase of the products, services, and/or work set forth herein. On a separate sheet attached to the Bid Form, each Bidder shall identify such rebates and/or discounts that it will seek endorsement from the District associated with the goods identified herein.

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 the Bid Deadline. 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. All construction, reconstruction, repairs, expansion, renovation, maintenance, or work of any nature, including the introduction of plumbing, heating and ventilating, or lighting systems, upon any District building or upon any property of the District, or upon any building or portion of a building leased by the District shall be done under separate contracts to be entered into by the District with the lowest responsible, responsive Bidder as required by of § 751 of the Pennsylvania Public School Code, as amended, 24 P.S. § 7-751.

F. Bidders are encouraged to visit the site on weekdays during normal business hours, only after arraigining an appointment. Advanced arrangements (24 hour notice) must be made by emailing Carol H. Gilbert, Interim Food Service Director, at [gilcar@wilsonsd.org](mailto:gilcar@wilsonsd.org).

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

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

H. The Bid shall be accompanied by 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. 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.

I. If the total Base Bid plus all additive alternatives exceeds five thousand dollars (\$5,000), the Bid must be accompanied by an Agreement of Surety and Bid Security in the amount of ten percent (10%) of the total amount of the Base Bid plus any additive alternatives drawn to the order of the District. If the Base Bid plus all additive alternatives is five thousand dollars (\$5,000) or less, the Bidder will not be required to provide Bid Security for its Bid. If the Bidder receiving a Notice of Intent to Award fails to deliver to the District the executed Contract, Performance Bond, Payment Bond, Verification Form required by the Pennsylvania Employment Verification Act, Detailed Cost Break-Down (if required), 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



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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 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 penalty.

J. The Bid shall be accompanied by an executed and completed Non-Collusion Affidavit and Bidder's Qualification Statement.

K. All Bids shall be submitted in a sealed opaque envelope. All Bids must be marked on the outside envelope "Dishwasher Replacement at Spring Ridge Elementary School Project" and addressed to Carol H. Gilbert, Interim Food Service Director, Wilson School District, Food Service Office, 2601 Grandview Boulevard, West Lawn, PA 19609. The envelope shall also contain a notation that it should not be opened until the time specified for Bid Deadline. 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.

L. By submitting a Bid, Bidder represents to the District the following:

(i) That it is financially solvent and experienced in and competent to perform the work and to furnish the materials, supplies, or equipment required for the completion of the Project;

(ii) That it is familiar with all applicable federal, state, and local laws, ordinances, regulations, standards applicable to the Project;

(iii) That the work required by the Contract Documents can be satisfactorily constructed, and the Contract Documents are sufficiently detailed for Bidder to submit its Bid;

(iv) That it has carefully examined all Bid Documents and satisfied itself as to the nature and location of the Project, the character, quality and quantity of surface and sub-surface work and materials likely to be encountered, the character of equipment and other facilities necessary for the completion of the Project, and the general and local conditions that may affect the Bidder's performance of the Project.

**5. 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

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as evidenced by Addenda.” A Bid containing a substitution which does not meet the Specifications may be declared non-responsive. Where products or manufacturers are listed with the words “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 by 5:00 p.m. on Wednesday, November 21, 2018. 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 (alternative) prior to receipt of Bids, such approval will be set forth in an Addendum. Bidders shall not rely upon approvals in any other manner.

**6. MODIFICATION AND WITHDRAWAL**

A. 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 Bid Deadline.

B. 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.

C. Notwithstanding the above, a Bidder may withdraw its Bid after such Bid has been opened in accordance with the causes set forth in the Pennsylvania Bid Withdrawal Act, Act No. 4 of 1974, 73 P.S. §1601, et seq. Strict compliance with said Bid Withdrawal Act is required to withdraw a Bid after the Bid Deadline.

**7. OPENING OF BIDS**

A. Bids will be publicly opened and read as 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, responsible Bidder of the District’s intent to award the Contract.

**8. QUALIFICATIONS**

A. 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 Bidder has been regularly engaged in such business.

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**9. COLLUSIVE BIDS**

A. More than one Bid for one Contract from an individual, partnership, corporation, 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.

**10. 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 discretion. If a Contract is awarded, it will be to the lowest responsive, responsible Bidder, provided such Bidder's Bid is reasonable and in the District's interest to accept.

B. Failure to provide Bid Security may result in rejection of Bid.

C. Bids not based on Bid Documents, those indicating a qualification of the Bid, conditions or uninvited alternates/substitutions, or which contain alteration of forms included in the Project Manual, 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.

D. Bids that are unsigned, improperly signed or sealed, or illegible, may be rejected by the District in its sole and absolute discretion.

E. Bids where the prices are obviously unbalanced may be rejected by the District in its 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.

G. In the event of a dispute between a Bidder and the District regarding the District's determination of which Bidder is the lowest responsive, responsible Bidder, such contesting Bidder shall be responsible for any legal fees (e.g., fees of attorneys, paralegals and other legal professionals), professional fees, and 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, responsible Bidder.

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H. 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 costs, nor make a claim of unjust enrichment against the District.

**11. AWARD OF THE CONTRACT**

A. It is the intent of the District to award the Contract to the lowest responsive, responsible Bidder, provided that 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. 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.

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

**12. PAYMENT AND PERFORMANCE BONDS**

A. For any Contract exceeding five thousand dollars (\$5,000), Contractor shall furnish to District the following bonds:

(i) A performance bond in the amount of One Hundred Percent (100%) of the contract sum, conditioned upon the faithful performance of the Contract in accordance with the Contract shall be submitted. 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 One Hundred Percent (100%) of the contract sum shall be submitted. 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.

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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. For any Contracts five thousand dollars (\$5,000) or less, the Contractor shall not be required to procure a performance bond or payment bond.

**13. DETAILED COST BREAKDOWN**

A. For any Contract exceeding Five Thousand Dollars (\$5,000), Contractor shall submit a Detailed Cost Breakdown (the total of which shall equal the full amount of the contract sum). The Detailed Cost Breakdown shall be submitted to the District within ten (10) calendar days of the date of the District’s Notice of Intent to Award.

**14. RECEIVING HOURS**

A. 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 8:00 a.m. and 2:30 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 WILSON SCHOOL 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 SCHOOL DIRECTORS OF THE WILSON SCHOOL 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 Dishwasher Replacement at Spring Ridge Elementary School 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 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.

**2. FAMILIARITY WITH PROPOSED WORK**

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.

**3. COMPETENT WORKERS**

No person shall be employed to do work under the Contract except competent and first class workers and mechanics. No workers 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.

**4. CASH ALLOWANCES.**

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

**5. 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 which 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 VI or better with the A.M. Best's Company Key Rating Guide-Latest Edition and being satisfactory to the District.

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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. 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.

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.

- (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. (Including owned, non-owned and hired vehicles).

- (i) Bodily Injury: \$1,000,000 each occurrence.
- (ii) Property Damage: \$1,000,000 each occurrence.

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.

**6. 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:

**WILSON SCHOOL DISTRICT**  
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(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.

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.

## **7. FEES, PERMITS AND CERTIFICATIONS**

The Contractor shall pay for, secure, and provide all necessary and required local, state and federal fees, permits and certificates.

## **8. TAXES**

A. 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 Base 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 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



**WILSON SCHOOL DISTRICT**  
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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 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.

**9. 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, legal costs, and professional fees, arising out of or resulting from Contractor's 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' compensation acts, disability benefit acts or other employee benefit acts.

**10. TIME PERIOD FOR PERFORMANCE OF WORK**

A. The date set for final completion of the Contract is designated in the Contract. Milestones may be set forth in the specifications or a project schedule submitted by Contractor and approved by the District after the award of the Contract. Time is of the essence in performing all services or work and/or supplying all products required by the Contract. Provisions for liquidated damages in the event of any delay in completing the Contract may be set forth in the Specifications.

B. Contractor agrees that any installation work requiring the interruption of water supply to the school building shall occur on a date when the students are not in the building. Student in-service days are currently scheduled for January 18, 2019 and February 15, 2019, and any work requiring interruption of water supply shall occur on one of those two days.

C. Within ten (10) days of notification to proceed with the Project, Contractor shall provide the District with a Project schedule identifying the commencement and milestone dates for completion of components of the services or work and/or delivery of products required by the

**WILSON SCHOOL DISTRICT**  
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Contract for the District’s review and approval. The Contractor shall perform the work in strict accordance with the latest approved Project schedule.

D. 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; 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.

E. 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, fire, unusual delay in transportation, adverse weather conditions not reasonably anticipated, unavoidable casualties, or by any other cause beyond the 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.

**11. 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 School Directors for the District at the following calendar months’ regular meeting.

| Amount of Contract  | Payment Schedule   |
|---------------------|--|
| Under \$5,000       | 100% upon completion of specified work.  |
| \$5,000 to \$20,000 | 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. |

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| Amount of Contract   | Payment Schedule  |
|----------------------|---|
| \$20,001 to \$50,000 | Upon completion of 25%, 50% and 75% of work, respective payment amount shall be made, less retainage. Upon completion of 100% of specified work, remaining payment amount shall be paid. Payments shall be subject to paragraph B hereof. |
| Over \$50,000        | Payments shall be made monthly upon completion of specified work, less retainage.   |

B. For any Contract from Five Thousand Dollars (\$5,000) to Fifty Thousand Dollars (\$50,000), payment will be made only after the Detailed Cost Breakdown has been provided by Contractor and approved by the District. Payments shall be made only for work completed according to the Detailed Cost Breakdown. 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.

C. For any Contract in excess of Fifty Thousand Dollars (\$50,000):

(i) Payment will be made only after the Detailed Cost Breakdown has been provided by Contractor and approved by the District. Payments shall be made only for work completed according to the Detailed Cost Breakdown. Retainage in the amount of ten percent (10%) of the value of the completed work, based on monthly progress payments, shall be withheld by the District from each monthly payment until the work has achieved 50% completion. Except as otherwise provided herein, when the work for the Specified Project is fifty percent (50%) completed, one-half (1/2) of the amount retained by the District shall be returned to Contractor, provided that Contractor is making satisfactory progress and that there is no specific cause for greater withholding.

(ii) Notwithstanding the foregoing, the District may continue to withhold ten percent (10%) of the amount due Contractor after the Contract is fifty percent (50%) completed if the District determines in its sole and absolute discretion that there is a specific cause for greater withholding. A specific cause for greater withholding shall include, without limitation, the following:

(1) The Contractor's inability to produce evidence satisfactory to the District evidencing payments for materials, labor, and/or payments to Subcontractors, manufacturers or suppliers;

(2) The existence of a dispute between the District and Contractor regarding increased costs claimed by such Contractor; or

(3) A Contractor's failure to complete the work in accordance with the Contract, including, without limitation, the Plans and Specifications, etc.

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D. If a specific cause for greater withholding does not exist after the work is fifty percent (50%) completed, the amount retained from each monthly payment shall be reduced to five percent (5%) of the value of the completed work based on monthly progress payments.

E. 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.

F. 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 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.

**12. ACCESS CLEAN-UP/DAMAGE TO PREMISES.**

A. Prior to entering District Property, Contractor shall notify the Food Service Office at (610) 670-0180 ext. 1147 or ext. 1148 so that the District can notify Contractor of any security requirements and make appropriate arrangements to accommodate Contractor's work.

B. Where work is to be performed by Contractor on District Property, Contractor shall keep the District's premises free from accumulation of waste materials or rubbish caused by Contractor's performance. At Final Completion of the work, Contractor shall remove from and about the premises, 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.

C. Contractor shall promptly remedy damage and loss to any District building or equipment caused in whole or in part by Contractor, its subcontractors, or anyone directly or indirectly employed by them.

**13. WARRANTY**

A. All services or work and products shall be guaranteed by Contractor against defects in workmanship and materials for a period of two (2) years from the date of final payment by the District (the "Warranty Period").

B. Contractor shall promptly remedy, at Contractor's expense, any defects which were caused, in the reasonable judgment of the District, by defective or inferior workmanship or materials during the Warranty Period.

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**14. ASSIGNING OF CONTRACTOR**

A. 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.

B. Subject to the limitation on assignment set forth above, the Contract shall bind and inure to the benefit of the heirs, legal representatives, successors, and assigns of both parties hereto.

**15. GOVERNING LAW**

The Contract shall be governed by the law of the Commonwealth of Pennsylvania, without regard to principles of conflict of laws.

**16. 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 the Berks County Civil Rules, if applicable.

B. 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.

C. To the extent Contractor pursues a claim or litigation against the District and the District prevails, partially or completely, on any or all of its own claims or defenses to Contractor's claims, leaving Contractor with less than one hundred percent (100%) recovery, 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 cost, 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.

**17. 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.

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**18. 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 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.

**19. PENNSYLVANIA PROMPT PAY ACT**

Contractor hereby waives any rights that Contractor has or may have under the Pennsylvania Prompt Pay Act, 62 Pa. C.S.A. § 3931, *et seq.*, as amended from time to time.

**20. COMPLIANCE WITH LAWS**

A. Generally. 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.

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

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E. Prevention of Environmental Pollution. Section 3301 of the Pennsylvania Commonwealth Procurement Code requires that all solicitations 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, attached to the Bid Documents is a List of Statutes. Contractor is hereby notified and agrees to comply with the terms of all statutes, rules and regulations that affect the Project, including, without limitation, those identified in these General Conditions of the Contract and in the List of Statutes attached to the Project Manual. 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.

F. 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.

G. 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.

H. 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.

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(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.

I. 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.*, for before performing any work on the Project.

J. Pennsylvania Prevailing Wage Rates. If required by applicable laws, the Prevailing Wage Rates, as determined by the Secretary of the Department of Labor and Industry, Prevailing Wage Division of the State of Pennsylvania, for the locality of the work and for each classification of workers needed to perform the Contract shall be paid to all workers performing labor for the Project. The provisions of the Pennsylvania Prevailing Wage Act, 43 P.S. § 165.1, *et seq.*, regulations and the Pennsylvania Prevailing Minimum Wage Rates, as determined by the Secretary of Labor and Industry, are made part of all said Contract.

K. Criminal History and Child Protective Services Information. Prior to any employee of Contractor, or an employee of Contractor's subcontractors or material suppliers, if any, enters upon District Property to perform any work in connection with the Project, Contractor shall provide the District with a complete:

(i) Original report of criminal history record information from the Pennsylvania State Police or a statement from the Pennsylvania State Police that the Pennsylvania State Police central repository contains no such information relating to any of Contractor's employees or its subcontractor's employees working on the Project site prior to such persons performing work at the Project site. Such report of criminal history shall be dated no more than one (1) year prior to the date of execution of this Agreement. To obtain this document, contact the nearest Pennsylvania State Police barracks.

(ii) Copy of the Federal Criminal History record from the Federal Bureau of Investigation in the manner prescribed by the Department of Education. To obtain such a report, contact the nearest FBI Field Office.



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(iii) Original background check in accordance with Section 111 of the Public School Code of 1949, 24 P.S. Section 1-111, *et seq.*, on the form published by the Pennsylvania Department of Education.

(iv) Official clearance statement obtained from the Pennsylvania Department of Public Welfare pursuant to Act 151 of December 16, 1994 (P.L. 1292), subchapter C.2 of the Child Protective Services Law, as amended from time to time.

L. Prohibited Employment. The Contractor and its subcontractors shall refuse to employ any person as an independent contractor or employee whose Federal Criminal History record information indicates that such prospective employee has been convicted within five (5) years immediately preceding the date of the report of any of the following offenses:

(i) An offense under one (1) or more of the following provisions of Title 18 of the Pennsylvania Consolidated Statutes:

- Chapter 25 (relating to criminal homicide).
- Section 2702 (relating to aggravated assault).
- Former section 2709(b) (relating to stalking).
- Section 2709.1 (relating to stalking).
- Section 2901 (relating to kidnapping).
- Section 2902 (relating to unlawful restraint).
- Section 3121 (relating to rape).
- Section 3122.1 (relating to statutory sexual assault).
- Section 3123 (relating to involuntary deviate sexual intercourse).
- Section 3124.1 (relating to sexual assault).
- Section 3125 (relating to aggravated indecent assault).
- Section 3126 (relating to indecent assault).
- Section 3127 (relating to indecent exposure).
- Section 4302 (relating to incest).
- Section 4303 (relating to concealing death of child).
- Section 4304 (relating to endangering welfare of children).
- Section 4305 (relating to dealing in infant children).
- A felony offense under Section 5902(b) (relating to prostitution and related offenses).
- Section 5903(c) or (d) (relating to obscene and other sexual materials and performances).
- Section 6301 (relating to corruption of minors).

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- Section 6312 (relating to sexual abuse of children).

(ii) An offense designated as a felony under the act of April 14, 1972 (P.L. 233, No. 64), known as "The Controlled Substance, Drug, Device and Cosmetic Act."

(iii) An out-of-State or Federal offense similar in nature to those crimes listed above.

**21. INTERPRETATIONS.**

A. 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.

B. 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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**BID FORM –PLUMBING CONSTRUCTION**

Wilson School District  
2601 Grandview Boulevard  
West Lawn, Pennsylvania 19609

DATE  
\_\_\_\_\_

BIDDER  
\_\_\_\_\_

Attn: Carol H. Gilbert, Interim Food Service Director

Re: Dishwasher Replacement at Spring Ridge Elementary School Project

Contract: Plumbing Construction

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

The Bid Security, if required by the Instructions to Bidders, in the amount of ten percent of the Base Bid plus any additive alternatives 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 fails deliver to the District the executed the Contract, Performance Bond (if required by the Instructions to Bidders), Payment Bond (if required by the Instructions to Bidders), 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.

This Bidder has carefully examined the Bid Documents and, if desired, 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 the Project in accordance with the Specification 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 immediately upon receipt of the Notice to Proceed and shall be fully and finally completed by the date stated in the Contract in accordance with the Project schedule 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 (if the Base Bid plus any additive alternatives exceed \$5,000)
- Agreement of Surety (if the Base Bid plus any additive alternatives exceed \$5,000)
- Non-Collusion Affidavit
- Bidder’s Qualification Statement

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Bidder’s Initials \_\_\_\_\_

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Bidder understands the following supplements to the Bid Form must be executed and submitted to the District within ten (10) days after notification is received that it is the lowest, 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 this Bid security as liquidated damages:

- Contract Form
- Performance Bond (if the Contract exceeds \$5,000)
- Payment Bond (if the Contract exceeds \$5,000)
- Certificate of Insurance
- Detailed Cost Break-Down (if applicable)
- Verification Form

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.

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 Base Bid 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.

**BASE BID**

The sum for the Dishwasher Replacement at Spring Ridge Elementary School Project:

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(words) \_\_\_\_\_ dollars (\$ \_\_\_\_\_) (figures)

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**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.

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No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

No. \_\_\_\_\_ Date \_\_\_\_\_

**IDENTIFICATION OF BIDDER**

Bidder \_\_\_\_\_ Phone \_\_\_\_\_

Address \_\_\_\_\_

Please check the appropriate category:

\_\_\_\_\_ Sole Proprietorship                      \_\_\_\_\_ Partnership

\_\_\_\_\_ Pennsylvania Corporation                      \_\_\_\_\_ Foreign Corporation Registered in PA

Other: \_\_\_\_\_ (please identify)

State of Organization: \_\_\_\_\_

Federal Identification Number: \_\_\_\_\_

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: \_\_\_\_\_<sup>+</sup>

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

[Signatures on the following page]

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Bidder's Initials \_\_\_\_\_

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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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 or herself any advantage over any other bidder.

**SIGNATURES**

Witness or Attest:

\_\_\_\_\_  
An Officer, if Bidder is corporation, if not  
a corporation, any competent adult

\_\_\_\_\_  
Owner, Partner, or President/Vice President\*

\* Bidder to circle appropriate term.

END OF DOCUMENT

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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**BIDDER'S QUALIFICATION STATEMENT**

All questions must be answered and the data given must be clear and comprehensive. This statement must be notarized and submitted with the Bid. If necessary, questions may be answered on separate attached sheets. The Bidder may submit any additional information he desires.

1. Name of Bidder: \_\_\_\_\_ (the "Company")
2. Permanent main office address: \_\_\_\_\_
3. When organized: \_\_\_\_\_
4. If a corporation, limited liability company or similar entity, where organized: \_\_\_\_\_
5. Design Professional References (3):
  - A. \_\_\_\_\_  
Phone: \_\_\_\_\_
  - B. \_\_\_\_\_  
Phone: \_\_\_\_\_
  - C. \_\_\_\_\_  
Phone: \_\_\_\_\_
6. Owner References (3)
  - A. \_\_\_\_\_  
Phone: \_\_\_\_\_
  - B. \_\_\_\_\_  
Phone: \_\_\_\_\_
  - C. \_\_\_\_\_  
Phone: \_\_\_\_\_

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

7. How many years has the Company been engaged in the contracting business under its present firm or trade name: \_\_\_\_\_

8. List the contracts on hand for the Company on a separate sheet, showing the amount of each contract and the approximated date of completion.

9. Amount (in Dollars) of work completed last year by the Company \$\_\_\_\_\_

10. Has the Company or any of its subsidiaries, affiliates or parent companies within the last ten (10) years ever failed to qualify as a responsible bidder or not enter into a contract after an award has been made? \_\_\_\_\_ If so, where and why:

11. Has the Company ever failed to complete any work awarded to it? \_\_\_\_\_  
If so, where and why:

12. Has the Company ever defaulted on a contract ? \_\_\_\_\_ . If so, where and why:

13. Has the Company, or any of its Officers, ever been debarred from Public Work? \_\_\_\_\_  
If so, where and why:

14. List the Company's major equipment available for this Project on a separate sheet.

15. Describe the Company's experience in construction work similar in importance to this Project on an attached sheet.

16. Attached résumés of the officers and principal members of the Company.

17. Credit available: \$\_\_\_\_\_

18. Give Bank reference: \_\_\_\_\_



**WILSON SCHOOL DISTRICT**  
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19. If the Base Bid plus any additive alternatives exceeds \$5,000, name, address, phone number, contact person and bonding limit of surety company who will provide bonding for this contract:

20. Name, address, phone number, and contact person at insurance company who will provide insurance coverage for this contract:

21. Name of the Bidder's proposed project manager/superintendent for the Project with a brief description of such person's experience:

The undersigned hereby authorizes any person, firm or corporation to furnish any information requested by the Owner in verification of the recitals comprising this Statement of Bidder's Qualifications.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
(NAME OF BIDDER)

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

END OF DOCUMENT



**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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I state that \_\_\_\_\_ understands and acknowledges that the above  
(Name of My Company)  
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.

BY: \_\_\_\_\_

NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

**SWORN TO AND SUBSCRIBED**  
**BEFORE ME THIS \_\_\_\_ DAY**  
**OF \_\_\_\_\_, 20\_\_**

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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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 Plumbing Construction for the Dishwasher Replacement at Spring Ridge Elementary School Project as detailed in the Specifications incorporated in the Bid Documents;

Whereas, the District notified Contractor that it was the lowest responsive, responsible Bidder for the Dishwasher Replacement at Spring Ridge Elementary School 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, mutually agree as follows:

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

2. Contractor agrees to furnish all products and/or work for the completion of the \_\_\_\_\_ Construction for the Project to the District in accordance with the Bid Documents.

3. Subject to the requirements of the General Conditions of the Contract and adjustments for the unit prices set forth in the Bid, the Contract Sum to be paid by the District to Contractor for the completion of the Plumbing Construction required for the Project shall be \_\_\_\_\_ DOLLARS and \_\_\_\_\_ CENTS (\$ \_\_\_\_\_).

4. The earliest start date for the Project is December 15, 2018, and Contractor shall complete all work for the Plumbing Construction for the Project so that the District may take beneficial use no later than March 1, 2019 (“Project Duration”).

5. Contractor agrees that any installation work requiring the interruption of water supply to the school building shall occur on a date when the students are not in the building. Student in-service days are currently scheduled for January 18, 2019 and February 15, 2019, and any work requiring interruption of water supply shall occur on one of those two days.

6. Contractor and Contractor’s surety shall be jointly and severally liable for and shall pay the District the cost of expenses incurred by Owner resulting from Contractor’s delay in completing the Project within the Project Duration, plus any extensions authorized by Owner in writing or otherwise required under the Contract Documents, as liquidated damages, and not as a

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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penalty, in the amount of One Thousand Dollars (\$1,000.00) delay costs per calendar day for each calendar day of delay.

7. The entire integrated agreement between the District and Contractor in connection with the Project includes this Contract Form, the General Conditions of the Contract, the completed Performance Bond (if required by the Bid Documents), the completed Payment Bond (if required by the Bid Documents), the completed Non-Collusion Affidavit, the completed Bid Form, and the Bid Documents, all of which are incorporated herein (collectively, the “Contract Documents”).

Contractor:

Wilson School District:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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

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

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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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 TEN PERCENT  
(10%) OF THE BASE BID (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 the  
Plumbing Construction work for the Obligee to complete the Dishwasher Replacement at Spring  
Ridge Elementary School Project pursuant to the Bid Documents thereof which include, without  
limitation, the Project Manual Table of Contents, Invitation to Bid, Instructions to Bidders, General  
Conditions of the Contract, Bid Bond Form, Contract Form, Performance Bond Form, Payment  
Bond Form, Non-Collusion Affidavit Form, List of Statutes, Specifications, Drawings, Bid Form  
and any Addenda; 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 furnish a  
Performance Bond and a Payment Bond to the Obligee together with good and sufficient surety or  
sureties, as may be required for the faithful performance and proper fulfillment of the Contract, in  
the form specified by the Owner, and, within ten (10) days of receiving a Notice of Intent to Award,  
shall furnish the executed Contract, required Performance Bond and Payment Bond, Verification  
Form required by the Pennsylvania Employment Verification Act, certificate of insurance  
evidencing the insurance coverages and Detailed Cost Break-Down as required by the Bid  
Documents, then this obligation shall be void and of no effect, but otherwise it shall remain in full  
force. If the Principal shall fail to execute the Contract, furnish the required Performance Bond  
and Payment Bond, Verification Form required by the Pennsylvania Employment Verification Act  
Detailed Cost Break-Down 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 “Bid Default”), the Obligee may apply the Penal Sum toward the difference  
between the amount of the Bid of the Principal as accepted by the Obligee and any higher amount  
for which the Obligee 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 Obligee by reason of  
the failure of the Principal to comply herewith. If the Obligee does not procure an executed contract

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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with any other party for the performance of the Work within thirty (30) days after the acceptance of the Bid from the Principal, 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 Obligee would afford, as determined in the sole discretion of the Obligee, then in that event, the Surety shall pay to the Obligee the full amount of the Penal Sum as liquidated damages and not as penalty.

**THE SURETY, ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, FIRMLY BY THESE PRESENTS, AUTHORIZE AND EMPOWER ANY ATTORNEY OF ANY COURT OF RECORD TO APPEAR FOR IT AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, AND CONFESS JUDGMENT IN FAVOR OF THE OBLIGEE, ITS SUCCESSORS AND ASSIGNS, AND AGAINST THE SURETY AND EACH OF ITS HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS, TOGETHER WITH AN ATTORNEY'S COMMISSION OF TWENTY PERCENT (20%), BESIDES COST OF SUIT, WITH RELEASE OF ERRORS AND WAIVE OF ALL CAUSES FOR STAY OF EXECUTION AND EXEMPTION. THE SURETY FURTHER AGREES THAT IF, IN THE OPINION OF THE OBLIGEE, ANY BID DEFAULT SHALL HAPPEN ON THE PART OF THE PRINCIPAL, THE SURETY SHALL PAY ALL LOSS OCCASIONED THEREBY, AND THAT THE ASCERTAINED AMOUNT THEREOF, WHICH SHALL BE DETERMINED BY THE OBLIGEE, AND OF THE TRUTH OF WHICH OATH OR AFFIRMATION SHALL BE MADE BY THE OBLIGEE SHALL BE FINAL, BINDING AND CONCLUSIVE UPON THE SURETY, AND THAT EXECUTION FORTHWITH SHALL ISSUE AGAINST THE SURETY THE AMOUNT OF SAID BID DEFAULT.**

[Signatures on the following page]

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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

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

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

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

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



**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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CERTIFICATE AS TO CORPORATE OR LIMITED LIABILITY PRINCIPAL

I, \_\_\_\_\_, certify that I am the Corporate Secretary of the corporation or limited liability company named as PRINCIPAL, in the within Bid Bond; that \_\_\_\_\_, who signed the said Bid Bond on behalf of the Principal, was then the \_\_\_\_\_ of said corporation or limited liability company; that I know the signee's signature, and the signature thereto is genuine; and that said Bid Bond is duly signed, sealed and attested for on behalf of said corporation or limited liability company by authority of its governing body.

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

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

Title: \_\_\_\_\_

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

(SEAL)

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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**AGREEMENT OF SURETY**

KNOW ALL MEN BY THESE PRESENTS, that we \_\_\_\_\_,  
as Surety, a corporation existing under the laws of the State of \_\_\_\_\_,  
and authorized to transact business in the Commonwealth of Pennsylvania, hereby agree to execute  
within the time limit specified in the Contract Documents, the Contract Bonds in the forms and in  
the amounts required for the faithful performance and proper fulfillment of the Plumbing  
Construction Contract for the Dishwasher Replacement at Spring Ridge Elementary School Project  
on behalf of:

\_\_\_\_\_  
[Name of Bidder]

hereinafter called the Bidder, provided that the above Contract be awarded to the Bidder as  
provided in the Instructions to Bidders, and the Surety further agrees that should the Surety, after  
notification of intent to make such award, omit or refuse to execute the required bonds, then the  
Surety shall pay to the Obligee the difference between the amount of the Principal's accepted Bid  
and any higher amount for which the Obligee may contract for the required work, as well as any  
advertising, Architect's, legal and other expenses incurred by the Obligee by reason of the default;  
provided, however, that the obligations of the Surety hereunder shall not exceed the amount of Bid  
Security provided by the Bidder together with interest.

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
CORPORATE SURETY

\_\_\_\_\_  
DATE

\_\_\_\_\_(SEAL)  
SIGNATURE

\_\_\_\_\_  
ATTORNEY-IN-FACT

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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**PAYMENT BOND**

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

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

**WITNESSETH THAT:**

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated  
\_\_\_\_\_, 20\_\_ (the “Bid”), to perform Plumbing Construction Work for the  
Obligee, in connection with the Dishwasher Replacement at Spring Ridge Elementary School  
Project (“Project”) pursuant to the entire integrated agreement between the Obligee and Contractor  
in connection with the Project which includes, without limitation, this Contract Form, the General  
Conditions of the Contract, the completed Performance Bond, the completed Payment Bond, the  
completed Non-Collusion Affidavit, the completed Bid Form, and the Bid Documents, all of which  
are incorporated herein; and

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

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

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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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 agreement with respect to performance of such work (the "Agreement"), the form of which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of this Bond are and shall be that if the Principal and any subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if all assignees of the Principal and of any such subcontractor, promptly shall pay or shall cause to be paid, in full, all money which may be due any claimant supplying labor or materials in the prosecution and performance of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor performed, then this 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 Agreement, including any amendment, extension or addition to the Agreement. The term "claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association or corporation. The phrase "labor or materials" when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is actually used at the site of the work covered by the Agreement. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished or labor performed enters into and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

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

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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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 Agreement 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 Agreement 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 Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this 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 Agreement, shall include any alteration, addition, extension or modification of any character whatsoever.

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

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor & Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractors thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

[Signature page follows]

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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

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

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

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

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

**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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**PERFORMANCE BOND**

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

\_\_\_\_\_

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

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain Bid, dated  
\_\_\_\_\_, 20\_\_ (the “Bid”), to perform Plumbing Construction Work for the  
Obligee, in connection with Dishwasher Replacement at Spring Ridge Elementary School  
(“Project”), pursuant to the Contract Documents, all of which are incorporated herein; and

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

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

WHEREAS, the Act, in Section 3(a), requires that, before an award shall be made to the  
Principal by the Obligee in accordance with the Proposal, the Principal shall furnish this



**WILSON SCHOOL DISTRICT**  
**Dishwasher Replacement at Spring Ridge Elementary School Project**

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Performance Bond to the Obligee, with this Performance Bond to become binding upon the Award of the Contract to the Principal by the Obligee in accordance with the Proposal; and

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

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

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

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

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the Work to be performed under the Contract Documents, and/or any giving by the Obligee of any extensions of time for the

**WILSON SCHOOL DISTRICT**  
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performance of the Work 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/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents, shall not release, and/or discharge, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligations under this Performance Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance, and/or reduction of retained percentage.

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

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

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

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

[Signature page follows]

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

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

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

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

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

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**LIST OF STATUTES**

**PENNSYLVANIA STATUTES**

I. Purdon's Statutes – Title 3 (Agriculture)

Pennsylvania Fertilizer Law of 1956, Act of May 29, 1956 (P.L. (1955) 1795), as amended, 3 P.S. 68.1 et seq.

Pennsylvania Pesticide Control Act of 1973, Act of March 1, 1974 (P.L. 90, NO. 24), as amended, 3 P.S. 111.21 et seq.

Agricultural Liming Materials Act, Act of March 17, 1978 (P.L. 15, No. 9), as amended, 3 P.S. 132-1 et seq.

Noxious Weed Control Law, Act of April 7, 1982 (P.L. 228, No. 74), as amended, 3 P.S. 255.1 et seq.

Plant Pest Act, Act of December 16, 1992 (P.L. 1228, No. 162), as amended, 3 P.S. 258.1 et seq.

Soil Conservation Law, Act of May 15, 1945 (P.L. 547), as amended, 3 P.S. 849 et seq.

(Relating to Weather Modification), Act of January 19, 1968 (P.L. (1967) 1024), as amended, 3 P.S. 1101 et seq.

II. Purdon's Statutes – Title 16 (Counties)

(Relating to Land Use), Act of January 13, 1966 (P.L. (1965) 1292), as amended, 16 P.S. 11941 et seq.

III. Purdon's Statutes – Title 18 (Crimes and Offenses)

The Crimes Code, Act of December 6, 1972 (P.L. 1482, No. 332), as amended, 18 Pa.C.S.A. 101 et seq.

IV. Purdon's Statutes - Title 24 (Education)

Public School Code of 1949, Act of March 10, 1949, P.L. 30, No. 14, as amended, 24 P.S. 1-101 et seq.

V. Purdon's Statutes – Title 30 (Fish)

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The Fish and Boat Code, Act of October 16, 1980 (P.L. 996, No. 175), as amended, 30 Pa.C.S.A. 101 et seq.

VI. Purdon's Statutes – Title 32 (Forests, Waters and State Parks)

(Relating to Water Power and Water Supply Permits), Act of June 14, 1923 (P.L. 704), as amended, 32 P.S. 591 et seq.

Water Well Drillers License Act, Act of May 29, 1956 (P.L. (1955) 1840), as amended, 32 P.S. 645.1 et seq.

(Relating to Flood Control), Act of August 7, 1936 (P.L. 106, 1<sup>st</sup> Ex. Sess., No. 46), as amended, 32 P.S. 653 et seq.

Flood Plain Management Act, Act of October 4, 1978 (P.L. 851, No. 166), as amended, 32 P.S. 679.101 et seq.

Storm Water Management Act, Act of October 4, 1978 (P.L. 864, No. 167), as amended, 32 P.S. 680.1 et seq.

Dam Safety and Encroachment Act, Act of November 26, 1978 (P.L. 1375, No. 325), as amended 32 P.S. 693.1 et seq.

(Relating to Stream Clearance), Act of June 5, 1947 (P.L. 422), as amended, 32 P.S. 701 et seq.

(Relating to Potomac River Pollution), Act of May 29, 1945 (P.L. 1134), as amended, 32 P.S. 741 et seq.

(Relating to Schuylkill River Pollution), Act of June 4, 1945 (P.L. 1383), as amended, 32 P.S. 751.1 et seq.

(Relating to Delaware River Pollution), Act of April 19, 1945 (P.L. 272), as amended, 32 P.S. 815.31 et seq.

Delaware River Basin Compact, Act of July 7, 1961 (P.L. 518), as amended, 32 P.S. 815.101 et seq.

Ohio River Valley Water Sanitation Compact, Act of April 2, 1945 (P.L. 103), as amended, 32 P.S. 816.1 et seq.

Great Lakes Protection Fund Act, Act of July 6, 1989 (P.L. 215, No. 34), as amended, 32 P.S. 817.11 et seq.

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Brandywine River Valley Compact, Act of September 9, 1959 (P.L. 848), as amended, 32 P.S. 818 et seq.

Wheeling Creek Watershed Protection and Flood Prevention District Compact, Act of August 2, 1967 (P.L. 189), as amended, 32 P.S. 819.1 et seq.

Susquehanna River Basin Compact, Act of July 17, 1968 (P.L. 368, No. 181), as amended, 32 P.S. 820.1 et seq.

Scenic Rivers Act, as amended, 32 P.S. 820.21 et seq.

Chesapeake Bay Commission Agreement, Act of June 25, 1985 (P.L. 64, No. 25), as amended, 32 P.S. 820.11 et seq.

(Relating to Preservation and Acquisition of Land for Open Space Uses), Act of January 19, 1968 (P.L. (1967) 992), as amended, 32 P.S. 5001 et seq.

Land and Water Conservation and Reclamation Act, Act of January 19, 1968 (P.L. (1967) 996), as amended, 32 P.S. 5101 et seq.

Bluff Recession and Setback Act, Act of May 13, 1980 (P.L. 122, No. 48), as amended, 32 P.S. 5201 et seq.

Wild Resource Conservation Act, Act of June 23, 1982 (P.L. 597, No. 170), as amended, 32 P.S. 5301 et seq.

Cave Protection Act, Act of November 21, 1990 (P.L. 539, No. 133), as amended, 32 P.S. 5601 et seq.

Rails to Trails Act, Act of December 18, 1990 (P.L. 748, No. 188), as amended, 32 P.S. 5611 et seq.

VII. Purdon's Statutes - Title 34 (Game)

The Game and Wildlife Code, Act of July 8, 1986 (P.L. 442, No. 93), as amended, 32 Pa.C.S.A. 101 et seq.

VIII. Purdon's Statutes – Title 35 (Health and Safety)

(Relating to Public Eating and Drinking Places), Act of May 23, 1945 (P.L. 926), as amended, 35 P.S. 655.1 et seq.

The Public Bathing Law, Act of June 23, 1931 (P.L. 899), as amended, 35 P.S. 672 et seq.

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The Clean Streams Law, Act of June 22, 1937 (P.L. 1987), as amended, 35 P.S. 691.1 et seq.

(Related to Commonwealth Contribution to Cost of Abating Pollution) Act of August 20, 1953 (P.L. 1217), as amended, 35 P.S. 701 et seq.

Pennsylvania Safe Drinking Water Act, Act of May 1, 1984 (P.L. 206, No. 43), as amended, 35 P.S. 721.1 et seq.

Phosphate Detergent Act, Act of July 5, 1989 (P.L. 166, No. 31), as amended, 35 P.S. 722.1 et seq.

Plumbing System Lead Ban and Notification Act, Act of July 6, 1989 (P.L. 207, No. 33), as amended, 35 P.S. 723.1 et seq.

Pennsylvania Sewage Facilities Act, Act of January 24, 1966 (P.L. (1965) 1535), as amended, 35 P.S. 750.1 et seq.

Publicly Owned Treatment Works Penalty Law, Act of March 26, 1992 (P.L. 23, No. 9), as amended, 35 P.S. 752.1 et seq.

Pennsylvania Solid Waste-Resource Recovery Development Act, Act of July 20, 1974 (P.L. 572, No. 198), as amended, 35 P.S. 755.1 et seq.

(Related to Pollution from Abandoned Mines), Act of December 15, 1965 (P.L. 1075), as amended, 35 P.S. 760.1 et seq.

Sewage System Cleaner Control Act, Act of May 28, 1992 (P.L. 249, No. 41), as amended, 35 P.S. 770.1 et seq.

(Related to Camp Regulation), Act of November 10, 1959 (P.L. 1400), as amended, 35 PS. 3001 et seq.

Air Pollution Control Act, Act of January 8, 1960 (P.L. (1959) 2119), as amended, 35 P.S. 4001 et seq.

(Related to Noise Pollution), Act of June 2, 1988 (P.L. 452, No. 74), as amended, 35 P.S. 4501 et seq.

Pennsylvania Solid Waste Management Act, Act of July 7, 1980 (P.L. 380, No. 97), as amended, 35 P.S. 6018.101 et seq.

(Related to Infectious and Chemotherapeutic Waste Disposal), Act of July 13, 1988 (P.L. 525, No. 93), as amended, 35 P.S. 6019.1 et seq.

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Hazardous Sites Cleanup Act, Act of October 18, 1988 (P.L. 756, No. 108), as amended, 35 P.S. 6020.101 et seq.

Storage Tank and Spill Prevention Act, Act of July 6, 1989 (P.L. 169, No. 32), as amended, 35 P.S. 6021.101 et seq.

Hazardous Material Emergency Planning and Response Act, Act of December 7, 1990 (P.L. 639, No. 1650), as amended, 35 P.S. 6022.101 et seq.

Oil Spill Responder Liability Act, Act of June 11, 1992 (P.L. 303, No. 52), as amended, 35 P.S. 6023.1 et seq.

Land Recycling and Environmental Remediation Standards Act, Act of May 19, 1995 (P.L. 4, No. 2), as amended, 35 P.S. 6026.101 et seq.

Radiation Protection Act, Act of July 10, 1984 (P.L. 688, No. 147), as amended, 35 P.S. 7110.101 et seq.

Low-Level Radioactive Waste Disposal Act, Act of February 9, 1988 (P.L. 31, No. 12), as amended, 35 P.S. 7130.101 et seq.

Pennsylvania Uniform Construction Code, as amended by S.B. 1139, Session of 2004, 35 P.S. 7210.301-7210.304

Pennsylvania Worker and Community Right-to-Know Act, Act of October 5, 1984 (P.L. 734, No. 159), as amended, 35 P.S. 7301 et seq.

IX. Purdon's Statutes – Title 36 (Highways and Bridges)

State Highway Law, Act of June 1, 1945 (P.L. 1242), as amended, 36 P.S. 670-101 et seq.

(Related to Junkyards Along Highways), Act of July 28, 1966 (P.L. 91, Sp. Sess.), as amended, 36 P.S. 2719.1 et seq.

Highway Vegetation Control Act, Act of December 20, 1983 (P.L. 293, No. 79), as amended, 36 P.S. 2720.1 et seq.

X. Purdon's Statutes – Title 37 (Historical and Museums)

History Code, Act of May 26, 1988 (P.L. 414, No. 72), as amended, 37 Pa.C.S.A. 101 et seq.

Pennsylvania Historic Preservation Act, as amended, 37 Pa. C.S.A. 501, et seq.



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XI. Purdon's Statutes – Title 43 (Labor)

(Related to General Safety), Act of May 18, 1937 (P.L. 654), as amended, 43 P.S. 25-1 et seq.

Apprenticeship and Training Act, Act No. 304, P.L. 604, as amended, 43 P.S. 90.1 et seq.

Pennsylvania Prevailing Wage Act (Act No. 442 of 1961, P.L. 987, amended by Act 342 of 1963, P.L. 653), as amended, 43 P.S. 165-1 et seq.

Pennsylvania Human Relations Act, Act 222 of October 27, 1955, P.L. 744, as amended, 43 P.S. 951 et seq.

Public Employee Relations Act, as amended, 43 P.S. 1101.201 et seq.

Seasonal Farm Labor Act, Act of June 23, 1978 (P.L. 537, No. 93), as amended, 43 P.S. 1301.101 et seq.

XII. Purdon's Statutes – Title 52 (Mines and Mining)

The Coal Mine Sealing Act of 1947, Act of June 30, 1947 (P.L. 1177), as amended, 52 P.S. 28.1 et seq.

Coal Refuse Disposal Control Act, Act of September 24, 1968 (P.L. 1040, No. 318), as amended, 52 P.S. 30.51 et seq.

(Related to Coal Land Improvement), Act of July 19, 1965 (P.L. 216, No. 117), as amended, 52 P.S. 30.101 et seq.

(Related to Mine Fires and Subsidence), Act of April 3, 1968 (P.L. 92, No. 42), as amended, 52 P.S. 30.201 et seq.

Pennsylvania Anthracite Coal Mine Act, Act of November 10, 1965 (P.L. 721, No. 346), as amended, 52 P.S. 70-101 et seq.

(Related to Discharge of Coal into Banks of Streams), Act of June 27, 1913 (P.L. 640), as amended, 52 P.S. 631 et seq.

(Related to Caving-In, Collapse, Subsidence), Act of May 27, 1921 (P.L. 1198), as amended, 52 P.S. 661 et seq.

(Related to Subsidence), Act of September 20, 1961 (P.L. 1538), as amended, 52 P.S. 672.1 et seq.

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Anthracite Strip Mining and Conservation Act, Act of June 27, 1947 (P.L. 1095), as amended, 52 P.S. 681.1 et seq.

(Related to Control and Drainage of Water from Coal Formations), Act of July 7, 1955 (P.L. 258), as amended, 52 P.S. 682 et seq.

Pennsylvania Bituminous Coal Mine Act, Act of July 17, 1961 (P.L. 659), as amended, 52 P.S. 701-101 et seq.

(Related to Abandoned Mines), Act of May 7, 1935 (P.L. 141), as amended 52 P.S. 809 et seq.

(Related to Maps and Plans), Act of June 15, 1911 (P.L. 954), as amended, 52 P.S. 823.

Surface Mining Conservation and Reclamation Act, Act of May 31, 1945 (P.L. 1198), as amended, 52 P.S. 1396.1 et seq.

The Bituminous Mine Subsidence and Land Conservation Act, Act of April 27, 1966 (P.L. 31, 1<sup>st</sup> Sp. Sess.), as amended, 52 P.S. 1406.1 et seq.

(Related to Cave-in or Subsidence of Surface Above Mines), Act of July 2, 1937 (P.L. 2787), as amended, 52 P.S. 1407 et seq.

(Related to Coal Stripping), Act of June 18, 1941 (P.L. 133), as amended, 52 P.S. 1471 et seq.

(Related to Coal Under State Lands), Act of June 1, 1933 (P.L. 1409), as amended, 52 P.S. 1501 et seq.

(Related to Mining Safety Zones), Act of December 22, 1959 (P.L. 1994), as amended, 52 P.S. 3101 et seq.

(Related to Coal Mine Subsidence Insurance Fund), Act of August 23, 1961 (P.L. 1068), as amended, 52 P.S. 3201 et seq.

Interstate Mining Compact, Act of May 5, 1966, (P.L. 40, Sp. Sess. No. 1), as amended, 52 P.S. 3251 et seq.

Noncoal Surface Mining Conservation and Reclamation Act, Act of December 19, 1984 (P.L. 1093, No. 219), as amended, 52 P.S. 3301 et seq.

XIII. Purdon's Statutes – Title 53 (Municipal Corporation)

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Municipal Waste Planning, Recycling and Waste Reduction Act, Act of July 28, 1988 (P.L. 556, No. 101), as amended, 53 P.S. 4000.101 et seq.

Pennsylvania Municipalities Planning Code, as amended, 53 P.S. 10101 et seq.

XIV. Purdon's Statutes – Title 58 (Oil and Gas)

Oil and Gas Conservation Law, Act of July 25, 1961 (P.L. 825), as amended, 58 P.S. 401 et seq.

Pennsylvania Used Oil Recycling Act, Act of April 9, 1982 (P.L. 314, No. 89), as amended, 58 P.S. 471 et seq.

Coal and Gas Resource Coordination Act, Act of December 18, 1984 (P.L. 1069, No. 214), as amended, 58 P.S. 501 et seq.

Oil and Gas Act, Act of December 19, 1984 (P.L. 1140, No. 223), as amended, 58 P.S. 601.101 et seq.

XV. Purdon's Statutes – Title 62 (Procurement)

Pennsylvania Prompt Pay Act, 62 Pa. C.S.A. 3931 et seq.

XVI. Purdon's Statutes - Title 63 (Professions and Occupations)

Sewage Treatment Plant and Waterworks Operators' Certification Act, Act of November 18, 1968 (P.L. 1052, No. 322), as amended, 63 P.S. 1001 et seq.

XVII. Purdon's Statutes – Title 64 (Public Lands)

Pennsylvania Appalachian Trail Act, Act of April 28, 1978 (P.L. 87, No. 41), as amended, 64 P.S. 801 et seq.

XVIII. Purdon's Statutes – Title 65 (Public Officers)

The Right-To-Know Law, Act of June 21, 1957 (P.L. 390), as amended, 65 P.S. 66.1 et seq.

XIX. Purdon's Statutes – Title 71 (State Government)

The Administrative Code of 1929, Act of April 9, 1929 (P.L. 177, No. 175), as amended, 71 P.S. 51 et seq.

Conservation and Natural Resources Act, Act of June 28, 1995 (P.L. 89, No. 18), as amended, 71 P.S. 1340.101 et seq.

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XX. Purdon's Statutes – Title 72 (Taxation and Fiscal Affairs)

Project 70 Land Acquisition and Borrowing Act, Act of June 22, 1964 (P.L. 131, Sp. Sess. No. 8), as amended, 72 P.S. 3946.1 et seq.

(Related to Pollution Control Devices), Act of March 4, 1971 (P.L. 6, No. 2), as amended, 72 P.S. 7602.1 et seq.

XXI. Purdon's Statutes – Title 73 (Trade and Commerce)

(Related to Explosives), Act of July 1, 1937 (P.L. 2681), as amended, 73 P.S. 151 et seq.

(Related to Explosives), Act of July 10, 1957 (P.L. 685), as amended, 73 P.S. 164 et seq.

(Related to Black Powder), Act of May 31, 1974 (P.L. 304, No. 96), as amended, 73 P.S. 169 et seq.

(Related to Excavation and Demolition), Act of December 10, 1974 (P.L. 852, No. 287), as amended, 73 P.S. 176 et seq.

Site Development Act, Act of May 6, 1968 (P.L. 117, No. 61), as amended, 73 P.S. 361 et seq.

Steel Products Procurement Act, Act of March 3, 1978 (P.L. 6, No. 3), as amended, 73 P.S. 1881, et seq.

XXII. Purdon's Statutes – Title 75 (Vehicles)

Vehicle Code, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 101 et seq.

Snowmobile Law, Act of June 17, 1976 (P.L. 162, No. 81), as amended, 75 Pa.C.S.A. 7701 et seq.

(Related to Hazardous Materials Transport), Act of June 30, 1984 (P.L. 473, No. 99), as amended, 75 Pa.C.S.A. 8301 et seq.

XXIII. Purdon's Statutes – Title 77 (Workmen's Compensation)

Pennsylvania Workmen's Compensation Act, Act of June 2, 1915 (P.L. 736), as amended, 77 P.S. 1 et seq.

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Pennsylvania Occupational Disease Act, Act of June 21, 1939 (P.L. 566, No. 284),  
as amended, 77 P.S. 1201 et seq.

XXIV. Pennsylvania Constitution – Article 1, Section 27 (Adopted May 18, 1971).

**FEDERAL STATUTES**

Acid Precipitation Act of 1980 (42 U.S.C. 8901-8912)

Act to Prevent Pollution from Ships (33 U.S.C. 1901-1912)

Agricultural Act of 1970 (16 U.S.C. 1501-1510)

Asbestos Hazard Emergency Response Act of 1986 (see Toxic Substances Control Act Sections 201-214 (15 U.S.C. 2651-2654))

Atomic Energy Act of 1954 (42 U.S.C. 2014, 2021, 2021a, 2022, 2111, 2113, 2114)

Clean Air Act (42 U.S.C. 7401-7642)

Clean Water Act (see Federal Water Pollution Control Act)

Coastal Wetlands Planning, Protection and Restoration Act (16 U.S.C. 3951-3956)

Coastal Zone Management Act of 1972 (16 U.S.C. 1451-1464)

Community Environmental Response Facilitation Act (42 U.S.C. 9620)

Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. 9601-9675)

Educate America Act of 1994, as amended from time to time, including, without limitation the Pro-Children Act of 1994 (20 U.S.C. 6081 et seq.)

Emergency Planning and Right-to-Know Act of 1986 (42 U.S.C. 11001-11050)

Endangered Species Act of 1973 (16 U.S.C. 1531-1544)

Energy Supply and Environmental Coordination Act of 1974 (15 U.S.C. 791-798)

Environmental Quality Improvement Act of 1970 (42 U.S.C. 4371-4375)

Federal Facility Compliance Act of 1992 (42 U.S.C. 6901 note)

Federal Insecticide, Fungicide and Rodenticide Act (7 U.S.C. 136-136y)

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Federal Land Policy and Management Act of 1976 (43 U.S.C. 1701-1784)

Federal Water Pollution Control Act (33 U.S.C. 1251-1387)

Geothermal Energy Research, Development, and Demonstration Act of 1974 (30 U.S.C. 1101-1164)

Global Climate Protection Act of 1987 (15 U.S.C. 2901 note)

Hazardous Substance Response Revenue Act of 1980 (see 26 U.S.C. 4611, 4612, 4661, 4662)

Lead-Based Paint Exposure Reduction Act (15 U.S.C. 2681-2692)

Lead Contamination Control Act of 1988 (42 U.S.C. 300j-21 to 300j-25)

Low-Level Radioactive Waste Policy Act (42 U.S.C. 2021b-2021d)

Marine Protection, Research and Sanctuaries Act of 1972 (33 U.S.C. 1401-1445)

Mining and Mineral Resources Research Institute Act of 1984 (30 U.S.C. 1221-1230)

National Climate Program Act (15 U.S.C. 2901-2908)

National Contaminated Sediment Assessment and Management Act (33 U.S.C. 1271 note)

National Environmental Policy Act of 1969 (42 U.S.C. 4321-4370b)

National Ocean Pollution Planning Act of 1978 (33 U.S.C. 1701-1709)

Noise Control Act of 1972 (42 U.S.C. 4901-4918)

Nuclear Waste Policy Act of 1982 (42 U.S.C. 10101-10270)

Oil Pollution Act of 1990 (33 U.S.C. 2701-2761)

Organotin Anti-Fouling Paint Control Act of 1988 (33 U.S.C. 2401-2410)

Outer Continental Shelf Land Act Amendments of 1978 (43 U.S.C. 1801-1866)

Pollution Prevention Act of 1990 (42 U.S.C. 13101-13109)

Public Health Service Act (42 U.S.C. 300f-300j-11)

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Renewable Resources Extension Act of 1978 (16 U.S.C. 1671-1676)

Resource Conservation and Recovery Act of 1976 (42 U.S.C. 6901-6991)

Safe Drinking Water Act (see Public Health Service Act, 42 U.S.C. 300f-300j-11)

Soil and Water Resources Conservation Act of 1977 (16 U.S.C. 2001-2009)

Solid Waste Disposal Act (42 U.S.C. 6901-6991i)

Surface Mining Control and Reclamation Act of 1977 (30 U.S.C. 1201-1328)

Toxic Substances Control Act (15 U.S.C. 2601-2692)

Uranium Mill Tailings Radiation Control Act of 1978 (42 U.S.C. 7901-7942)

Water Resources Research Act of 1984 (42 U.S.C. 10301-10309)

Wood Residue Utilization Act of 1980 (16 U.S.C. 1681-1687)

End of Document

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**SPECIFICATIONS**

**Delivery & Installation Site:** **Spring Ridge Elementary School**  
**1211 Broadcasting Road**  
**Wyomissing, PA 19610**

| <b>Item</b> | <b>Quantity</b> |
|-------------|-----------------|
|-------------|-----------------|

|  |        |
|--|--------|
| <b>Hobart Model No. CLPS66EN-BAS+BUILDUP<sup>1</sup></b> | 1 each |
|--|--------|

Conveyor Dishwasher, single tank with a Power Scraper, (202) racks/hour insulated hinged doors, .62 gallons/rack, stainless steel enclosure panels, microprocessor controls with low temperature & dirty water indicators, NSF pot & pan mode, Energy Star® Includes extended Hobart warranty, 1-1/2 years (18 months) w/Hobart Installation, Includes parts, labor & travel time during normal work hours.

Also includes:

- CLPS66EN-BASELE0CD 480V/60/3-ph
- CLPS66EN-BASDIR0RL Right to left operation
- CLPS66EN-BASHGTSTD Standard height
- CLPS66EN-BASFETSTD Standard feet
- Quick disconnects on all electrical and plumbing equipment

|  |        |
|--|--------|
| <b>CLPS66EN-BASHTE15K</b> Electric tank heat 15 kW | 1 each |
|--|--------|

|  |        |
|--|--------|
| <b>CLPS66EN-BASERH30k</b> Electric booster | 1 each |
|--|--------|

|   |        |
|---|--------|
| <b>VNTHD/E-ADJ E-series</b> vent hold domestic (adjustable) | 2 each |
|---|--------|

|                                  |        |
|----------------------------------|--------|
| <b>SHTPAN-RACK</b> , 6 sheet pan | 1 each |
|----------------------------------|--------|

|   |        |
|---|--------|
| <b>CLE/TBL – SWITCH</b> Table LML switch CLE-Series | 1 each |
|---|--------|

|   |        |
|---|--------|
| <b>WS-40 Water Softening System</b> , 2.527 grains/lb capacity, 5 gallons | 1 each |
|---|--------|

Regeneration volume & salt alarm, holds 1 bag of salt. Includes standard installation and final hook-ups with **Quick Disconnects**. Based on water quality a CB15K System or CB30K System for

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<sup>1</sup> See Section 5 of the “Instructions to Bidders” regarding permissibility of and process to propose substitutions. All products/parts listed herein by name or product number are to be read as followed by this language: “or substitution meeting or exceeding the minimum standard of quality, as determined by the District as evidenced by Addenda.”



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treatment of chlorinated water- must be confirmed by installer prior to installation.

**Advance Tabco DTC-S70-48L-X Special Value Dishtable,** 1 each

Clean. Straight Design, right to left operation, 10-1/2”H backsplash, 3” rolled front and side. Rims, stainless steel legs, with crossrails, and *vented stainless steel shelf* to hold dishracks, 47”W x 30”D x 34”H, 16/304 stainless steel.

**Statement of Work:**

Contractor is required to do an on-site visit prior to ordering equipment and/or installation to confirm any questionable measurements.

Receive new dish washer, water softener, new table, and schedule and installation. Remove and dispose of existing dishwasher, clean table and hot water booster. Install new dishwasher and new table. Seal clean and dirty tables to dishmachine. Plumb water softener to existing water and drain services and plumb to new dishwasher. Connect to electrical services modified and supplied by others. Supply and install stainless steel venting from new dishwasher to existing vent line. Extend dish washer warranty to 18 months. Arrange for startup.

**Installation Notes:**

- School will supply one service of 480/60/3 50amp for internal booster with service disconnect and wire whip to reach final termination and one service of 480/60/3 40amp for motors/heat with service disconnect and wire whip to reach final termination.
- Receipt of equipment at local installer’s office or delivery to customer’s facility at a pre-scheduled time.
- Uncrating and set-in place in existing location on the ground level.
- Final hook-ups (within 5 feet) to existing utilities.
- Start-up and operator training to be completed on day of installation to include training on operation, safety, cleaning and light maintenance.
- Removal of packaging materials and rubbish.
- Provide thorough cleaning of area after removal of existing equipment and prior to installation of new equipment, including wall behind machine, floor area, etc.
- Installations completed during normal business hours. Monday – Friday; 8:00am – 5:00pm

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- New equipment must match the location's current specifications: electrical, gas lines, plumbing/drains, and venting.

**PENNSYLVANIA PREVAILING WAGES**

[See enclosed]