SCHOOL DISTRICT OF PHILADELPHIA

Office of Procurement Services
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SPECIFICATIONS FOR GENERAL SERVICE CONTRACT

Project Name: NG10850 - On Call Roofing Repairs

Project Location: Various Locations

THE SCHOOL DISTRICT OF PHILADELPHIA

SPECIFICATION NG10850 - On Call Roofing Repairs

Issued For Bid 11/03/2026

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SECTION 1 – BIDDING INFORMATION

Section 1.1 – Invitation to Bid

GENERAL SERVICE CONTRACT FOR ON CALL ROOFING REPAIRS
AT VARIOUS LOCATIONS
PHILADELPHIA, PA

Sealed Bids are invited for the following Contract in connection with the above project at various schools in Philadelphia, Pennsylvania (the Project), with specifications prepared by the Office of Facilities & Management Services and the Project Manager.

General Services …… Contract No. NG10850

SCHEDULE OF DATES

ISSUED FOR BID: 11/03/2026

QUESTIONS DUE: 11/12/2026 at 10:00 AM ET

PRE-BID CONFERENCE: 11/13/2026 at 8:30 AM ET

FINAL ADDENDUM: 01/05/2027

BID OPENING/ DUE: 01/12/2027 at 11:00 AM ET

Bid Documents may be obtained on or after the Issued for Bid date listed in the Schedule of Dates from the Oracle Supplier Portal. Instructions on registering and a link to the Supplier Portal are available via the School District's website at **https://www.philasd.org/finance/#sdpvendors**.

Online Support for submitting responses into the SDP's Oracle Supplier Portal are available weekly on Tuesdays from 10:00 AM ET - 11:00 AM ET and Thursdays from 12:30 PM ET - 1:30 PM ET at:
https://philasd-org.zoom.us/j/81012958505?pwd=2Of9a4hYfLYYbKas2vlhN8WzfYpxER.1

Bids will be received until **11:00 AM ET** on the Bids Due date listed in the Schedule of Dates.

All Bids received timely will be opened and read aloud by live video stream on **January 12th at 11:00 AM ET.**

The link to the live bids can be found at
https://philasd-org.zoom.us/j/87464629484?pwd=HmdVrj5SW4CMWo5JyKnSVXYJ6rIRzv.1
(If not available when this Invitation to Bid is issued, it will be made available prior to the bid opening.)

A Pre-Bid Conference for all interested bidders will be held on the date and time listed in the Schedule of Dates via zoom at link,
https://philasd-org.zoom.us/j/87325466225?pwd=FdB392xvguPinPYE8uDqm7avGLnLEa.1

Prospective Bidders are strongly urged to review the Bidding Documents.

Bidders may be required to attend post-bid interviews and submit additional information before a final decision to award a contract is made.

Bid Bond or other Bid Security is not required for this Contract.
NOTE: All questions regarding the Specifications must be submitted in writing no later than ten (10) calendar days prior to the scheduled Bid Opening to:

Cuc Chim, Buyer II
Office of Procurement Services
440 North Broad St., 3rd Floor – Portal A
Philadelphia, PA 19130
Email: cchim@phillasd.org
215-400-5160

All responses will be issued by addendum.

Section 1.2 – Instructions to Bidders

1. **INCORPORATION OF BACKGROUND; DEFINITIONS; GENERAL RULES OF CONSTRUCTION**

A. Background. The Owner is The School District of Philadelphia and is referred to throughout the Contract Documents as School District and as if singular in number and neutral in gender. The Board of Education or Board is the governing body of the School District of Philadelphia pursuant to the Public School Code, 24 P.S. §21-2102 and §3- 301.

B. Incorporation of Background. The above Background is incorporated by reference into the Bidding Documents and the Contract Documents.

C. Definitions. Except as expressly provided otherwise in the General Conditions of the General Service Contract, capitalized terms have the meanings specified in Paragraph 1 of these Instructions to Bidders. Such meanings shall be applicable to both the singular and plural of the term defined. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa; and pronouns of any gender shall be deemed to include and designate the masculine, feminine, and neutral genders. "Or" shall include "and/or".

1. Bidding Documents include the Bidding Requirements and the proposed Contract Documents. The Bidding Requirements consist of the Invitation to Bid, Instructions to Bidders, Supplementary Instructions to Bidders, the Bid form, the Bid Bond, other sample bidding and contract forms, Office of Procurement Services bidding and contract forms, and Office of Facilities Management and Services contract forms. The proposed Contract Documents consist of the form of Agreement between the School District and Contractor, Conditions of the Contract (General and other Conditions), Drawings, if any, Specifications and all Addenda and General Requirements issued prior to execution of the Contract.

2. Definitions set forth in the General Conditions of the General Service Contract or in other Contract Documents are applicable to the Bidding Documents.

3. Addenda are written or graphic instruments issued by the Project Designer and the School District, prior to the execution of the Contract, which modify or interpret the Bidding Documents by additions, deletions, clarifications or corrections.

4. A Bid is a complete and properly signed proposal to do the Work for the sums stipulated therein, submitted in accordance with the Bidding Documents.

5. A Bidder is a person or entity that submits a Bid.

6. A Sub-bidder is a person or entity that submits a bid to a Bidder for materials, equipment or labor for a portion of the Work.

7. School District or Owner means the School District of Philadelphia.

8. Board of Education or Board means the School District's Board of Education, the current governing body appointed pursuant to the Public School Code, 24 P.S. §21- 2101 and §3-301, or any successor body. School Reform Commission or SRC means the School District's School Reform Commission, the predecessor governing body appointed pursuant to the Public School Code, 24 P.S. §6-696.

9. Project Designer is the person or firm identified elsewhere in the Bidding and Contract Documents performing architectural and/or engineering design services for this Project for the School District's Office of Facilities Management and Services pursuant to a professional services contract with the School District.

10. General Service Contract or Contract – means the Contract for General Service Work on the Project, including all documents attached hereto and/or incorporated herein by reference, as amended from time to time by written amendment executed by both parties, and all modifications or revisions made in accordance with the terms hereof.

11. General Service Contractor or Contractor – means the person, firm or company awarded the Contract for General Service Work on the Project by the Board of Education.

12. Subcontractor(s) or Subconsultant(s) mean(s) any person(s), firm(s), partnership(s), corporation(s), other entity (ies), or combination thereof, or their respective duly authorized representative(s), who has (have) or will enter into a contract or consulting agreement with the Contractor to perform any Work covered by the Bidding Documents and Contract Documents.

13. School District Consultant(s) is(are) the qualified professional consulting services firm(s) performing services, other than architectural and/or engineering design services, on the Project for the School District's Office of Facilities Management and Services pursuant to a professional services contract(s) with the School District.

D. General Rules of Construction. Except as expressly stated otherwise, all references to "Sections" or "Paragraph(s)" or "Subparagraphs" are references to Sections and Paragraphs and Subparagraphs of the Bidding Documents or Contract Documents or the Exhibits included in the Bidding Documents or Contract Documents; and all references to Exhibit(s) are references to the Exhibits included in the Bidding Documents or Contract Documents. The indexes and table of contents and headings used in the Bidding Documents and Contract Documents are for reference and convenience only, do not in any way define, limit, describe, or amplify the provisions of the Bidding Documents and Contract Documents or the scope or intent of their provisions, are not a part of the Bidding Documents and Contract Documents, and will not enter into the interpretations of the Bidding Documents and Contract Documents.

There is no order of precedence for the Bidding Documents and Contract Documents. One portion of the Bidding Documents or Contract Documents cannot be read and interpreted as to annul another portion of the Bidding Documents or Contract Documents. Each portion of the Bidding Documents or Contract Documents must be read and interpreted as being consistent with, and not in conflict with, another portion of the Bidding Documents or Contract Documents.

2. PRE-BID CONFERENCE; BID RECEIPT; BID OPENING

A. See Section 1.1 – **Invitation to Bid** for the time and place of the Pre-Bid Conference, if such Conference has been scheduled for this Project.

B. Bid Documents may be obtained on or after the date listed in the Invitation to Bid by download from the link to the Oracle Supplier Portal on the School District's website at link, **https://www.philasd.org/finance/#sdpvendors**. Bids **must** be submitted electronically using the Oracle Supplier Portal.

C. Due to the restrictions in place for COVID-19. including practicing personal distancing, the School District has decided to conduct the opening of the Bids virtually through a live stream until further notice. All timely received Bids will be opened and read aloud at a virtual bid opening at the date and time specified for the Bid Opening in the Invitation to Bid. Bids received after this date and time is called shall be returned. The link to the live bid opening can be found at https://philasd-org.zoom.us/j/87464629484?pwd=HmdVrj5SW4CMWo5JyKnSVXYJ6rIRzv.1

3. **DISQUALIFICATION, SUSPENSION OR DEBARMENT**

A. Disqualification, Suspension or Debarment of Bidders: The School District shall solicit or accept bids from and shall award contracts to or consent to subcontracting **only** with responsible bidders. Bidders, contractors, or affiliates may be disqualified, suspended or debarred as not responsible to protect the School District's and the public's interest in accordance with the standards and procedures adopted by the School District and any other applicable law.

The School District will not award a contract to, or enter into a contract with, a Bidder if the Bidder proposes to use a Subcontractor that has been debarred, suspended or disqualified from contracting or subcontracting by any federal, state or local governmental entity, including the School District of Philadelphia, or the School District determines that the Bidder's proposed Subcontractor is not a responsible vendor. A responsible vendor is defined as a vendor that has the financial responsibility, integrity, experience in the industry, efficiency, promptness, faithfulness, and apparent ability and capacity to successfully perform the work of a contract on a School District facilities project according to its terms, requirements, plans and specifications.

Board Policy No. 610.1 entitled "Termination of Contracts and Disqualification, Suspension, or Debarment of Vendors and its Administrative Procedures can be found on the School District's website at link, **https://www.philasd.org/schoolboard/policies/**. Board Policy No. 610.1 and its Administrative Procedures are incorporated by reference into the Bidding Documents and Contract Documents.

4. **BIDDER'S REPRESENTATIONS**

The Bidder, by making a Bid, represents that:

1. The Bidder has read and understands the Bidding Documents and the Bid is made in accordance therewith.

2. The Bidder has read and understands the Bidding Documents or proposed Contract Documents, including Section 2 – **GENERAL SPECIFICATIONS**, to the extent that such documentation relates to the Work for which the Bid is submitted, for other portions of the Project, if any, being bid concurrently or presently under construction.

3. The Bidder has visited the Project site, has become familiar with local conditions under which the Work is to be performed and has correlated the Bidder's personal observations with the requirements of the proposed Contract Documents.

4. The Bid is based upon the materials, equipment and systems required by the Bidding Documents without exception.

5. **BIDDING DOCUMENTS**

A. COPIES

1. Bidders may obtain complete sets of the Bidding Documents electronically from the issuing office designated in the Invitation to Bid by download from the link to the Oracle Supplier Portal on the School District's website at **https://www.philasd.org/finance/#sdpvendors**.

2. Bidders shall use complete sets of Bidding Documents in preparing Bids. Neither the School District nor Project Designer assumes responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

3. In making copies of the Bidding Documents available on the above terms, the School District and the Project Designer do so only for the purpose of obtaining Bids on the Work and do not confer a license or grant permission for any other use of the Bidding Documents. Bidding Documents shall be available for review only at locations indicated in the Invitation to Bid. The Bidding Documents shall be available for review only and not for estimating purposes.

B. INTERPRETATION OR CORRECTION OF BIDDING DOCUMENTS

1. The Bidder shall carefully study and compare the Bidding Documents with each other, and with other work being bid concurrently, if any, to the extent that it relates to the Work for which the Bid is submitted, shall examine the Project site and local conditions, and shall at once report to the Project Designer and the School District errors, inconsistencies or ambiguities discovered.

2. Bidders and Sub-bidders requiring clarification or interpretation of the Bidding Documents shall make an oral or written request, which shall reach the Project Designer and the School District at least 10 calendar days prior to the date for receipt of Bids.

3. Interpretations, corrections and changes of the Bidding Documents will be made by Addendum. Interpretations, corrections and changes of the Bidding Documents made in any other manner shall not be binding and Bidders shall not rely upon them.

4. The Bidder shall not engage in pre-bid or post-bid communications or negotiations with the School District or any of its employees, agents or representatives that seek to modify or change the terms and conditions of the Bidding Documents or Contract Documents, as such pre-bid or post-bid communications or negotiations violate Pennsylvania law.

C. SUBSTITUTIONS (OR EQUAL): **(NOT APPLICABLE TO THIS CONTRACT)**

D. ADDENDA

1. Addenda to the Bidding Documents will be issued on the School District's website at the link, **https://docs.google.com/spreadsheets/d/1EU5i4DNRPpBTLd2jdqgtdxDfm0_TPRctvnbNJGQ16GU/edit?usp=sharing**

2. No Addenda will be issued later than 5 calendar days prior to the date for receipt of Bids, except an Addendum withdrawing the request for Bids or one that included postponement of the due date for receipt of Bids.

3. Each Bidder shall ascertain prior to submitting a Bid that the Bidder has received all Addenda issued, and the Bidder shall acknowledge its receipt of all issued Addenda in the Bid.

6. BIDDING PROCEDURES

A. FORM AND STYLE OF BIDS

1. Bids shall be submitted on forms identical to the forms included with the Bidding Documents.

2. All blanks on the Bid form shall be filled in.

3. Where so indicated by the makeup of the Bid form, sums shall be expressed in both words and figures, and in case of a discrepancy between the two, the amount written in words shall govern.

4. Interlineations, alterations and erasures must be initialed by the signer of the Bid.

5. Each copy of the Bid shall include the legal name of the Bidder and a statement that the Bidder is

a sole proprietor, partnership, corporation or other legal entity. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall further give the state of incorporation. A Bid submitted by an agent shall have a current power of attorney attached certifying the agent's authority to bind the Bidder.

B. BID SECURITY **(NOT REQUIRED FOR THIS CONTRACT)**

C. SUBMISSION OF BIDS

1. See Instructions to Bidders, Paragraphs Nos. 2 and 6, and the Invitation to Bid for required forms(s) and procedures for submitting Bids.

2. The Bidder shall assume full responsibility for timely submission of its Bid at the location, date and time specified for receipt of Bids in the Invitation to Bid.

3. Oral, telephone, telegraphic or facsimile Bids are invalid and shall not receive consideration.

D. MODIFICATION OR WITHDRAWAL OF BID

1. An erroneous Bid may be withdrawn by the Bidder after the Bid opening but before the Contract Award based on a Bid mistake if the Bidder requests relief in writing and presents credible supporting evidence to the School District's Director of Maintenance or his designee, within 2 business days after the Bid opening, that the reason for the substantially lower Bid price is a clerical mistake as opposed to a judgment mistake, and is actually due to an unintentional and substantial arithmetical error or an unintentional omission of a substantial quantity of work, labor, material or services made directly in the compilation of the Bid, and the withdrawal of the Bid would not result in the awarding of the Contract on another Bid of the same Bidder, their partner, or to a corporation or business venture owned by or in which the same Bidder has a substantial interest, as required by the Withdrawal of Bids statute, 73 P.S. §1602.

2. No Bidder who is permitted to withdraw a Bid shall supply any material or labor to, or perform any subcontract or other work agreement for any person to whom a Contract or Subcontract is awarded in the performance of the Contract for which the withdrawn Bid was submitted, without the written approval of the School District, as required by the Withdrawal of Bids statute, 73 P.S. §1602.

3. After the Bidder's Bid is withdrawn pursuant to this Paragraph, the School District shall have the right to award the Contract to the next lowest responsible and responsive Bidder or to reject all bids and resubmit the Project for bidding, in accordance with the Withdrawal of Bids statute, 73 P.S. §1603. If the School District resubmits the Project for bidding, the withdrawing Bidder shall pay the costs, in connection with the resubmission, if the School District finds that such costs would not have been incurred but for the withdrawal of the withdrawing Bidder's Bid; and, in no event, shall the withdrawing Bidder be permitted to resubmit a bid for the Project, in accordance with the Withdrawal of Bids statute, 73 P.S. §1603.

4. Prior to the time and date designated for receipt of Bids, a Bid submitted may be modified or withdrawn by the Bidder by notice to the party receiving the Bids at the location designated for receipt of Bids in the Invitation to Bid (Oracle Supplier portal at link, **https://www.philasd.org/finance/#sdpvendors**). Such notice shall be in writing over the signature of the Bidder. A change shall be so worded as not to reveal the amount of the original Bid. Withdrawn Bids may be resubmitted up to the date and time designated for the receipt of Bids provided that they are then fully in conformance with these Instructions to Bidders.

7. **CONSIDERATION OF BIDS**

A. OPENING OF BIDS

1. The properly identified Bids received on time shall be opened publicly and shall be read aloud at the virtual bid opening.

B. REJECTION OF BIDS

1. The School District shall have the right to reject any or all Bids, reject a Bid not accompanied by data or documents required by the Bidding Documents, or reject a Bid which is in any way incomplete or irregular, or reject any or all bids when such rejection is in the best interest of the School District.

C. NON-RESPONSIVE BIDS

1. Any submitted Bid which is not based upon the Drawings, if any, Specifications, or any other Bidding Documents or Contract Documents, or which contains any qualifying language, or is accompanied by any letter or memorandum that qualifies or changes the Drawings, if any, Specifications, Conditions of the Contract (General or other), or any other Bidding Document or Contract Document, shall be rejected; and the Bid of the Bidder shall be deemed to be "non-responsive".

2. Any language contained in a Bid, or any language, letter or memorandum accompanying a Bid, that qualifies or changes the Drawings, if any, Specifications, Conditions of the Contract (General or other), or any other Bidding Document or Contract Document shall not, under any circumstances, be deemed to be binding on the School District.

D. ACCEPTANCE OF BID (AWARD)

1. It is the intent of the School District to award one or more Contracts to the lowest responsible and responsive Bidder(s) provided its (their) Bids has (have) been submitted in accordance with the requirements of the Bidding Documents and do not exceed the funds available. The School District shall have the right to waive informalities or irregularities in a Bid received and to accept the Bid or Bids that, in the School District's judgment, is or are in the School District's own best interests. The School District has up to 90 calendar days from the date of opening of bids for the Contract to award the Contract to the lowest responsible and responsive bidder, pursuant to the Public School Code, 24 P.S. §7-751. The School District may extend the date of the Contract Award for a mutually agreed-upon time period, upon the mutual written consent of the lowest responsible and responsive bidder, which consent shall not be unreasonably withheld. 24 P.S. §7-751. The School District has up to 120 calendar days from the date of opening of bids for the Contract to award the Contract to the lowest responsible and responsive bidder, pursuant to the Public School Code, 24 P.S. §7-751, if the award of the Contract is delayed by the required approval of another governmental agency, the sale of bonds, or the award of a grant.

2. If for any reason whatsoever, the School District rejects Bidder's Bid, Bidder agrees that it shall not seek to recover lost profits on work performed nor shall it seek to recover its Bid preparation costs.

E. POST BID CONFERENCE

1. The apparent low bidder is required to attend an in-person or video Post-Bid Conference to be held at School District headquarters on the day after bids are opened to review and confirm its bid. The exact time for the in-person or video Post-Bid Conference will be confirmed at the bid opening. A principal of the bidder or representative authorized to make binding commitments must attend the meeting.

8. **PERFORMANCE BOND, LABOR AND MATERIALMEN'S BOND AND MAINTENANCE BOND (NOT REQUIRED FOR THIS CONTRACT)**

9. **BUSINESS DIVERSITY POLICY; MBE/WBE PARTICIPATION REQUIREMENTS**

A. **Business Diversity Policy**:
The Board of Education has adopted a diversity policy, Policy 612 entitled "Business Diversity in the Procurement of Materials and Contracted Services" (hereafter called "Diversity Policy"), which relates to the solicitation and participation of Certified Minority-Owned Business Enterprises, Certified Women-Owned Business Enterprises (collectively "M/WBE"), and other Certified diverse, small, or disadvantaged businesses in School District procurements and contracts to further the School District's diversity and anti-discrimination goals. In furtherance of the Diversity Policy, the School District has the discretion to establish participation rates and ranges for Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses in order to encourage meaningful participation of M/WBEs and other Certified diverse, small, or disadvantaged businesses in the provision of quality goods and services to the School District.

Board Policy 612 and its Administrative Procedures can be found on the School District's website, at link, https://www.philasd.org/schoolboard/policies/. Board Policy No. 612 and its Administrative Procedures are incorporated by reference into the Bidding Documents and Contract Documents.

B. Minority/Women-Owned Business Enterprise Participation Plan:
The Bidder shall submit with its Bid either: (i) a completed Minority/Woman-Owned Business Enterprise (MWBE) Participation Plan ("M/WBE Participation Plan") that meets the Participation Range for the Contract set forth in the M/WBE Participation Goals Notice to Bidders in the Bidding Documents and lists the names, addresses, dollar amounts and scope of work to be performed by the minority-owned business enterprises (MBEs) and woman-owned business enterprises (WBEs), or (ii) a brief narrative explaining its reasons for not submitting a M/WBE Participation Plan that meets the Participation Range set forth in the M/WBE Participation Goals Notice to Bidders in the Bidding Documents**.**

Submission of the M/WBE Participation Plan is an element of bid responsiveness. Failure to submit a completed M/WBE Participation Plan or a narrative explaining the reasons that the M/WBE Participation Plan could not be met may result in the rejection of a Bid.

10. **EXECUTION OF AGREEMENT**

A. The Bidder to whom the Contract is awarded by the School District shall, within 5 calendar days after Notice of Contract Award and receipt of the Contract Documents from the School District, electronically sign the School District/Contractor Agreement, a copy of which is included in the Bidding Documents, in the School District's Docu-Sign System.

B. At or prior to delivery of the signed School District/Contractor Agreement, the Bidder shall electronically deliver to the School District the policies of insurance or insurance certificates as required by the General Conditions and General Specifications of the General Service Contract. All policies or certificates of insurance shall be approved by the School District before the successful Bidder may proceed with the Work.

11. **AS-IS CONDITION; EXAMINATION OF CONDITIONS AFFECTING WORK**

A. By execution of the Contract, the successful Bidder agrees that it accepts the Project site in

whatever condition it is in on the date the Contract is executed, without representation or warranty of any kind, expressed or implied, by the School District or by any other person or entity. Prior to submitting a Bid, each Bidder shall examine and familiarize itself with all existing conditions, including all applicable laws, codes, ordinances, rules and regulations that shall affect the Work. To assist in this process, the School District shall make available to any Bidder, at its offices designated in the Invitation to Bid, all of the existing conditions, studies and related material in its possession. Bidders are urged to familiarize themselves with such documents and data.

B. Bidders shall visit the Project site and ascertain by any reasonable means all conditions that shall in any manner affect the Work. Prior to submitting a Bid, Bidders shall request in writing from the School District or Project Designer, any additional information that they deem necessary in order to be fully informed so as to be able to submit their Bid. Any information referred to in this Paragraph 11 of these Instructions to Bidders and furnished to Bidders is furnished for informational purposes only and does not form any part of the Contract. The School District makes no representation as to the accuracy or completeness of the information, which is furnished, and the delivery thereof shall not be deemed to constitute such representation. It shall be the Bidder's responsibility to take such additional steps as the Bidder deems necessary to satisfy itself as to the conditions of the Project site and to include in its Bid sufficient allocations for unknown or unidentified conditions. Any information furnished shall not be legally binding on the School District under this Paragraph 11 unless issued by Addendum.

C. The Drawings, if any, have been prepared by the Project Designer on the basis of surveys and inspections of the Project site, and represent a reasonably accurate indication of the physical conditions at the Project site. This, however, shall not impose responsibility or liability therefore on the School District and shall not relieve the Bidder of the necessity for fully informing itself as to existing physical conditions. The School District makes no representation as to the accuracy or completeness of such Drawings, if any, and the delivery or use of such Drawings, if any, shall not be deemed to constitute such a representation by the School District.

D. By submitting a Bid, each Bidder acknowledges that there have been, or shall be, contractors or consultants that have performed or shall perform work or services on the Project site pursuant to contracts with persons or entities other than the School District. The School District shall accept no responsibility for the work or services of such other contractors or consultants. It shall be the successful Bidder's responsibility to resolve disputes and coordinate with all other contractors or consultants (whether or not the School District is party to the contract with that contractor or consultant), which have performed or are performing work or services at the Project site. Similarly, each successful Bidder shall be responsible to such other contractors or consultants, which have performed or are performing work or services at the Project site, if the Bidder's actions, errors or omissions cause any damage or delay to such other contractors or consultants.

E. Bidders shall be responsible for being thoroughly familiar with all conditions affecting labor in the neighborhood of the Project, including but not limited to unions, incentive pay, procurement, living and commuting conditions, and wage decisions applicable to the Work. The Bidder shall assume responsibility to the School District for all costs resulting from the failure to verify all conditions affecting labor. Each Bidder shall be responsible for the maintenance and observance of sound labor practices by itself and its Subcontractors, and shall take all steps reasonably necessary to avoid labor disputes and the potential delay and disruption arising therefrom. In particular, the Bidder shall assure that the trade union affiliations of persons employed by it and its Subcontractors in the performance of the Work are compatible with the employees of other Contractors and their Subcontractors on the Project site, if any.

F. By receipt of the Bidding Documents, each Bidder acknowledges that the School District may undertake or award other contracts while the Bidder is performing the Work. As more fully set forth in the General Conditions of the General Service Contract, the successful Bidder shall need to coordinate its Work with the work or services of other contractors or consultants on the Project. Each Bidder must take such coordination obligation into account in submitting its Bid.

12. **SCHEDULE**

The Bidder's attention is directed to the schedule information stated in General Specifications, Section 2.6 "**Time of Completion, Milestones and Phasing or Sequencing Requirements**."

13. **CONTRACT TIME**

The Bidder's attention is directed to the dates of Substantial Completion and Final Completion and any Project milestone or interim completion dates established for this Work stated in General Specifications, Section 2.6 **"Time of Completion, Milestones and Phasing or Sequencing Requirements."**

14. **COMPLIANCE WITH LAWS**

The Bidder shall comply with all federal, state and local statutes, laws, rules, regulations and ordinances, including those of any public authorities connected with the Project.

15. **GENERAL REQUIREMENTS**

Section 2 - **GENERAL SPECIFICATIONS** shall apply to the single Contract or all multiple separate Contracts on the Project.

16. **CONSTRUCTION PROJECT PARTNERSHIP AGREEMENT; PROJECT LABOR AGREEMENT (NOT APPLICABLE TO THIS CONTRACT)**

17. **TAX COMPLIANCE**

A. Tax Compliance. It is the policy of the School District of Philadelphia ("School District") to ensure that firms, businesses and other legal entities receiving School District contracts are current in their payment of City of Philadelphia ("City") taxes and School District taxes or other indebtedness owed to the City or the School District, including but not limited to taxes collected by the City on behalf of the School District, at the time of contract award. Pursuant to SRC Resolution SRC-2 dated February 21, 2013, the School District's School Reform Commission ("SRC") has adopted a Tax Compliance of Vendors Policy which provides that generally, the SRC will not authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City and/or the School District at the time of contract award. The Board of Education ("Board"), the current governing body of the School District, will not authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City and/or the School District at the time of contract award.

All firms, businesses and other legal entities wanting to receive a School District contract or receiving a School District contract shall comply with all of the terms and conditions of the Tax Compliance of Vendors Policy, which is set forth in detail in GC- 2.10 of the General Conditions.

B. Before submitting a Bid, the Bidder shall check its tax compliance status with the City Revenue Department Tax Clearance Unit by going to the City Revenue Department website for tax compliance system **(https://tax-services.phila.gov/_/)**, selecting "**Vendor/Contractor**" as the reason for compliance, and then submitting its name, type and tax identification number.

C. The Bidder shall submit its City of Philadelphia Certificate of Tax Clearance with its Bid.

18. **PREVAILING WAGES**

This Contract is subject to the requirements of the Federal Davis-Bacon Act or the Pennsylvania Prevailing Wage Act and other related statutes and regulations governing wages, hours and conditions of employment, which are set forth in detail in Paragraph 17.20 **Compliance with Davis-Bacon Act and Davis-Bacon Act Regulations** of the General Conditions or Paragraph 17.20 **Compliance with Pennsylvania Prevailing Wage Act and Prevailing Regulations** of the General Conditions, whichever is applicable to the General Service Work and the Project.

The Contractor is required, among other things, to comply with the Prevailing Minimum Wage Determination included in the Bidding Documents.

Section 1.3 – M/WBE Participation Goals Notice to Bidders

This Bid is issued under the Board of Education Policy 612: BUSINESS DIVERSITY IN THE PROCUREMENT OF MATERIALS AND CONTRACTED SERVICES. A fundamental requirement of the Policy is that all contractors, vendors and consultants who contract with the District provide a full and fair opportunity for the participation of Minority and Woman-Owned firms (MWBEs) in the performance of the contract. Ranges of participation have been established that represent meaningful and substantial participation for this contract based upon the availability of bona fide MWBE firms in the Philadelphia Metropolitan Statistical Area. The range of participation is:

M/WBE Range: Best Effort

The Participation Form must be completed and submitted with the bid. Bidders are advised to carefully review the instructions. Failure to comply may result in disqualification.

This range of participation for this bid may be amended or adjusted.

All questions about Policy 612: Business Diversity In The Procurement Of Materials And Contracted Services and compliance requirements should be directed to the **Office of Minority and Small Business Development, Project Manager, Richard Brown, at rkbrown@philasd.org or 215-400-6061.**

M/WBE PARTICIPATION DOCUMENTS

1. M/WBE PARTICIPATION PLAN*

2. VENDOR COMPLIANCE ACKNOWLEDGEMENT FORM*

3. GOOD FAITH EFFORTS FORM**

(* Must be submitted with All Bids)

(Must be submitted with Bid if Participation Goals are not met)**

M/WBE Participation Plan Form Instructions

MWBE Participation Plan Submission & Form Completion Requirements:

The M/WBE Participation Plan Forms must be submitted with all vendor responses to the solicitation. Failure to submit and complete the appropriate MWBE Participation Plans Forms will deem the Prime Contractor's response to this solicitation as non-responsive and subject the response to disqualification.

1. **Prime Contractor Responsibilities:**
    - Complete **Section I**, ensuring all rows are filled, dated, and/or signed with the Prime Contractor's information.
    - If the Prime Contractor is a certified Small Business or Minority and/or Women Owned vendor, include a copy of the valid certification. **Section II is not required should the Prime Contractor be a certified Small Business or Minority and/or Women Owned vendor.**
    - If the Prime Contractor is not already a certified Small Business or Minority and/or Women Owned vendor, specify the approximate percentage and/or dollar amount of the commitment to each certified MWBE subcontractor upon award on the following pages:
        - **Section II.** – "Approximate $ amount of Subcontract" or "Subcontract % of Total Contract Amount"
    - The Prime Contractor is also responsible for completing the **Procurement Vendor Compliance Acknowledgement Form**, following the MWBE Participation Plan Forms.
2. **Subcontractor Responsibilities:**
    - Each Subcontractor must complete **Section II.**, ensuring all sections are filled, dated, signed and returned to Prime to include in the original submission.
    - If a Subcontractor is a certified vendor, include a copy of the valid certification.
    - Failure to complete **Page II.** correctly will deem the entire M/WBE Participation Plan Form and vendor response as non-responsive, subjecting the Prime Contractor's response to disqualification.
3. **Additional Subcontractors:**
    - If needed, use multiple copies of **Section II** for each additional Subcontractor.
    - Multiple certified Small Business/MWBE sub-contractors can be utilized to meet the required MWBE Goal referenced within this Bid/RFP document.
4. **Diversity Certifications:**
    - Include copies of all active and current Small Business and/or MWBE certifications for both the Prime Contractor and/or any Subcontractors, as applicable.
    - All certifications must be current at the time of submission.

5. **MWBE Goal Compliance:**
    - If the MWBE Goal cannot be met, the *Prime Contractor* must:
        - Utilize **Section III** to provide an explanation and;
        - Submit evidence of Best Efforts for review and compliance by the Office of Procurement Services. This includes completing the table within **Section III** and listing at least three (3) sub-contractors that have been contacted to meet the goal set forth as a percentage or Best Efforts.

    - **Note: Section III** is not required if the Prime Contractor and/or Sub-Contractor has met the MWBE Goal by completing **Section I** and/or **Section II**.

OFFICE OF PROCUREMENT SERVICES
OFFICE OF MINORITY AND SMALL BUSINESS DEVELOPMENT
Minority/Women-Owned Business Enterprise (M/WBE) Participation Plan

I. Information in this section refers to the Prime Contractor/Vendor.

Company Name:				Federal Tax ID:	
Address:				Phone Number:	
City:		State:		Zip Code:	
DBA (if applicable):				Fax Number:	
Primary Contact Person:		Primary Contact Email:			
Compliance Contact:		Compliance Contact Email:			
Bid/RFP Number:		Contract Overall MWBE Goal:			

Diversity Business Certification to be used on this contract(s): **Check all that apply and INCLUDE a copy of the certification.**

☐ Minority-Owned Business Enterprise (MBE)
☐ Women-Owned Business Enterprise (WBE)
☐ Federally Certified Disadvantaged Business Enterprise (DBE)
☐ Small Business Enterprise (SBE)
☐ Disabled Owned Business Enterprise (DSBE)
☐ Veterans Business Enterprise (VBE) / Certified Service-Disabled Veterans
☐ Business Enterprise (SDVBE)
☐ LGBT Business Enterprise (LGBTBE)
☐ Diversity Business Certifying Agency: _____
☐ None

Authorized Representative Signature:			
Print Name:			
Title:		Date:	
Certifying Agency		Certification No.	

☐ The School District of Philadelphia NON-Profit Registration Certificate

Date certificate approved:_____ Certificate expiration date._____

Non-profit certification is renewed annually by the vendor..

For School District of Philadelphia, Office of Procurement ONLY:

For School District Employee signature ONLY:_____Date:_____

II.	**This section pertains to the subcontractors involved throughout the entire duration of this contract. Use Section II of this form for each additional subcontractor as needed. Please include copies of all relevant certifications.**

Company Name:				Federal Tax ID:	
Address:				Phone Number:	
City:		State:		Zip Code:	
DBA (if applicable):				Fax Number:	
Primary Contact Person:				Primary Contact Email:	
Compliance Contact:				Compliance Contact Email:	
Description of Services Provided:					
Approximate $ amount of Subcontract:				Subcontract % of Total Contract Amount:	

Diversity Business Certification to be used on this contract(s): **Check all that apply and INCLUDE a copy of the certification**.

☐ Minority-Owned Business Enterprise (MBE)
☐ Women-Owned Business Enterprise (WBE)
☐ Federally Certified Disadvantaged Business Enterprise (DBE)
☐ Small Business Enterprise (SBE)
☐ Disabled Owned Business Enterprise (DSBE)
☐ Veterans Business Enterprise (VBE) / Certified Service-Disabled Veterans
☐ Business Enterprise (SDVBE)
☐ LGBT Business Enterprise (LGBTBE)
☐ Diversity Business Certifying Agency: _____
☐ None – not applicable

Authorized Representative Signature:			
Print Name:			
Title:		Date:	

☐ The School District of Philadelphia NON-Profit Registration Certificate

Date certificate approved:_____ Certificate expiration date:._____

Non-profit certification is renewed annually by the vendor.

For School District of Philadelphia, Office of Procurement ONLY:

For School District Employee signature ONLY:_____Date:_____

THE SIGNER COMMITS TO PROVIDE SERVICES OR SUPPLIES AS DESCRIBED ABOVE AND WILL ENTER INTO A FORMAL AGREEMENT WITH THE BIDDER/PROPOSER CONDITIONED ON THE BIDDER/PROPOSER'S EXECUTION OF A CONTRACT WITH THE SCHOOL DISTRICT OF PHILADELPHIA.

III. M/WBE CONTRACTOR GOOD FAITH EFFORTS FORM

The Prime Contractor/Vendor must complete information in this section if the Prime Contractor(Vendor) proposes no Small Business and/or MWBE commitment.

Bidder/Applicant's Company:			
Authorized Representative:		**Title:**	
Address:			
Phone:		**Email:**	

The Bidder or Prime Contractor has the burden of demonstrating "Good Faith Efforts" to meet the diverse contracting goals. I certify that the following certified Minority/Women Business Enterprises were contacted to obtain a quote for work to be performed on the above-mentioned project/contract. List the certified firm's information: date, name, certification, contact person, contact phone number, type of work to be performed, and the estimated budgeted amount for each vendor, along with results of contact (please use the list below to indicate the result).

Date	Certified Firm Name	Firm's Certification(s)	Firm's Contract Person	Firm's Contact Phone #	Type of Work	Estimated Budgeted Amount for Certified Firm	Results (select from the list below)

To the best of my knowledge and belief, said certified Minority/Women Business Enterprise contractor(s) was/were not selected, unavailable for work on this project, or unable to provide a quote for the following reasons: Please give the appropriate reasons given by each MBE/WBE firm contacted above. See the list below of results based on the contacted certified M/WBE vendor:

A. Firm agreed to sub-contract and will enter into a formal agreement with the bidder

B. Did not have the capability/capacity to perform the work

C. Contract too small

D. Remote location / No presence in that area

E. Received solicitation notices too late

F. Did not want to work with this contractor

G. Other (give reason)

The Prime Contractor attests that it submits the following as evidence of its good faith efforts to find and retain certified minority and women-owned business enterprises in connection with this Bid or Proposal.

Authorized Representative Signature:				
Print Name:				
Title:			Date:	

PROCUREMENT VENDOR COMPLIANCE ACKNOWLEDGEMENT FORM

The Pennsylvania Public School Code authorizes the Board to adopt policies and procedures and to make rules and regulations to manage school affairs and fiscal well-being of the District, including with respect to competitive procurements and vendor responsibility. The School District of Philadelphia requires contracted vendors to comply with the policies and procedures adopted by the Board of Education. The School District of Philadelphia will maintain comprehensive records regarding the entire scope of the procurement process, post-award compliance, and administration of the M/WBE participation and compliance adherence process.

I, _____{*Company Name*}, do hereby acknowledge and agree to the following:

1. I have read, and carefully reviewed this Invitation for Bid (IFB) and understand the benchmarks and measurements to achieve diversity goals as outlined for M/WBE Participation. Board of Education Policy 612 Business Diversity in the Procurement of Materials and Contracted Services further outlines Business Diversity Goal requirements.

2. I understand that the completion and submission of the M/WBE Participation Plan Form and the supplementary documentation to support if applicable is an element of responsiveness to this IFB. Failure to submit this documentation with the proposal and/or evidence of Good Faith Efforts will result in rejection of the IFB.

3. If awarded a contract, I understand and will comply with all contract monitoring, compliance, and enforcement guidelines, including but not limited to recordkeeping and ongoing reporting on contract diversity outcomes that offer the maximum practicable opportunity for qualified and certified M/WBEs and other disadvantaged enterprises to participate throughout all phases of the contract and any subsequent contract amendment. Such as:

    - Monthly and Quarterly post-award compliance reporting via the School District of Philadelphia Oracle Supplier Compliance System to ensure that the vendor meets diversity participation commitments and other contract requirements.

    - Ongoing monitoring of prime contractors' payments to M/WBEs and other contractors utilized through payment reporting and acceptance of payments by sub-contractors.

    - Participating in ongoing training related to vendor compliance and reporting requirements.

4. I understand that non-compliance with vendor compliance reporting and/or diversity participation commitments throughout the life of the contract may result in any of the following events, including but not limited to: withholding of payments, contract termination, suspension, disqualification, debarment, or other sanctions and penalties for failure to comply.

5. I agree to conduct business with the highest levels of ethical standards and agree to comply with all applicable requirements at all times.

Receipt and Acknowledgement

By signing below, I agree that I have read both this acknowledgement statement and the referenced policies in their entirety. I understand that I am subject to these policies whether or not the acknowledgement form is signed. Lack of confirmation of receipt of the acknowledgement form does not exempt a vendor or contractor from Board policy enforcement.

Company Name: _____

Company Representative: _____

Signature: _____

Title: _____ Date: _____

Company's Compliance Officer: _____

Email Address of Company's Compliance Officer: _____

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project Name:	On Call Roofing Repairs
General Description:	Evaluations of roof leaks and provide a time and material estimate for repairs. Repairs, alterations, replacements and/or installations of various types of roofing systems and associated components as required but not limited to; EFDM, slag, clay, modified, built up, asphalt and slate shingles, wooden shakes, TPO, PVC, green, metal, tiled and epoxy/pour-on coated concrete and roofing systems. The aforementioned shall also include flashings, metal copings, downspouts and gutter systems.
Project Locality	Philadelphia
Awarding Agency:	The School District of Philadelphia
Contract Award Date:	3/26/2027
Serial Number:	26-09262
Project Classification:	Building
Determination Date:	10/21/2026
Assigned Field Office:	Philadelphia
Field Office Phone Number:	(215)560-1858
Toll Free Phone Number:	
Project County:	Philadelphia County

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09262 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Asbestos & Insulation Workers	5/1/2025		$60.84	$48.71	$109.55
Asbestos & Insulation Workers	5/1/2026		$64.51	$50.26	$114.77
Boilermaker (Commercial, Institutional, and Minor Repair Work)	3/1/2026		$41.34	$19.23	$60.57
Boilermakers	1/1/2026		$58.00	$36.57	$94.57
Bricklayer	5/1/2025		$50.00	$32.76	$82.76
Bricklayer	5/1/2026		$51.15	$34.11	$85.26
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		$66.38	$30.39	$96.77
Carpenter - Chief of Party (Surveying & Layout)	5/1/2027		$68.57	$30.74	$99.31
Carpenter - Chief of Party (Surveying & Layout)	5/1/2028		$70.84	$31.09	$101.93
Carpenter - Chief of Party (Surveying & Layout)	5/1/2029		$73.17	$31.44	$104.61
Carpenter - Chief of Party (Surveying & Layout)	5/1/2030		$75.58	$31.79	$107.37
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		$57.72	$30.39	$88.11
Carpenter - Instrument Person (Surveying & Layout)	5/1/2027		$59.63	$30.74	$90.37
Carpenter - Instrument Person (Surveying & Layout)	5/1/2028		$61.60	$31.09	$92.69
Carpenter - Instrument Person (Surveying & Layout)	5/1/2029		$63.63	$31.44	$95.07
Carpenter - Instrument Person (Surveying & Layout)	5/1/2030		$65.72	$31.79	$97.51
Carpenter - Rodman (Surveying & Layout)	5/1/2026		$28.86	$22.24	$51.10
Carpenter - Rodman (Surveying & Layout)	5/1/2027		$29.82	$22.59	$52.41
Carpenter - Rodman (Surveying & Layout)	5/1/2028		$30.80	$22.94	$53.74
Carpenter - Rodman (Surveying & Layout)	5/1/2029		$31.82	$23.29	$55.11
Carpenter - Rodman (Surveying & Layout)	5/1/2030		$32.86	$23.64	$56.50
Carpenters	5/1/2026		$57.72	$30.39	$88.11
Carpenters	5/1/2027		$59.63	$30.74	$90.37
Carpenters	5/1/2028		$61.60	$31.09	$92.69
Carpenters	5/1/2029		$63.63	$31.44	$95.07
Carpenters	5/1/2030		$65.72	$31.79	$97.51
Cement Finishers & Plasterers	5/1/2022		$41.97	$32.40	$74.37
Cement Masons	5/1/2025		$48.70	$32.46	$81.16
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2026		$66.54	$41.74	$108.28
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Drywall Finisher	5/1/2025		$43.78	$33.00	$76.78
Drywall Finisher	5/1/2026		$45.07	$33.64	$78.71
Electricians	5/4/2026		$75.05	$48.19	$123.24
Electricians	5/3/2027		$78.33	$51.16	$129.49
Electricians	5/1/2028		$81.99	$54.00	$135.99
Elevator Constructor	1/1/2026		$74.86	$46.86	$121.72
Floor Coverer	5/1/2025		$56.51	$32.39	$88.90
Floor Coverer	5/1/2026		$57.76	$33.64	$91.40
Glazier	5/1/2025		$49.96	$38.34	$88.30
Glazier	5/1/2026		$51.30	$39.37	$90.67
Interior Finish	5/1/2024		$37.70	$27.27	$64.97
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		$53.20	$45.01	$98.21
Iron Workers (Riggers)	7/1/2025		$46.86	$36.27	$83.13

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09262 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Iron Workers (Riggers)	7/1/2026		$48.84	$36.52	$85.36
Iron Workers (Rodman/Reinforcing)	7/1/2025		$50.39	$36.65	$87.04
Iron Workers (Rodman/Reinforcing)	7/1/2026		$52.39	$36.90	$89.29
Laborers (Class 01 - See notes)	7/7/2025		$37.85	$27.17	$65.02
Laborers (Class 02 - See notes)	5/1/2025		$41.00	$27.70	$68.70
Laborers (Class 03 - See notes)	5/1/2025		$39.52	$27.65	$67.17
Laborers (Class 04 - See notes)	5/1/2025		$39.52	$27.65	$67.17
Laborers (Class 05 - See notes)	5/1/2025		$39.10	$27.42	$66.52
Landscape Laborer	5/1/2024		$30.70	$24.23	$54.93
Marble Finisher	5/1/2026		$42.07	$31.85	$73.92
Marble Mason	5/1/2023		$47.20	$31.95	$79.15
Marble Setter	5/1/2026		$51.50	$33.80	$85.30
Mason Tender, Cement	5/1/2024		$38.12	$27.50	$65.62
Millwright	5/1/2026		$60.20	$35.81	$96.01
Operators (Building, Class 01 - See Notes)	5/1/2025		$54.52	$34.49	$89.01
Operators (Building, Class 01 - See Notes)	5/1/2026		$55.67	$35.34	$91.01
Operators (Building, Class 01A - See Notes)	5/1/2025		$57.52	$35.38	$92.90
Operators (Building, Class 01A - See Notes)	5/1/2026		$58.68	$36.22	$94.90
Operators (Building, Class 02 - See Notes)	5/1/2025		$54.27	$34.42	$88.69
Operators (Building, Class 02 - See Notes)	5/1/2026		$55.43	$35.26	$90.69
Operators (Building, Class 02A - See Notes)	5/1/2025		$57.29	$35.29	$92.58
Operators (Building, Class 02A - See Notes)	5/1/2026		$58.44	$36.14	$94.58
Operators (Building, Class 03 - See Notes)	5/1/2025		$50.18	$33.22	$83.40
Operators (Building, Class 03 - See Notes)	5/1/2026		$51.34	$34.06	$85.40
Operators (Building, Class 04 - See Notes)	5/1/2025		$49.88	$33.13	$83.01
Operators (Building, Class 04 - See Notes)	5/1/2026		$51.04	$33.97	$85.01
Operators (Building, Class 05 - See Notes)	5/1/2025		$48.16	$32.62	$80.78
Operators (Building, Class 05 - See Notes)	5/1/2026		$49.32	$33.46	$82.78
Operators (Building, Class 06 - See Notes)	5/1/2025		$47.17	$32.33	$79.50
Operators (Building, Class 06 - See Notes)	5/1/2026		$48.34	$33.16	$81.50
Operators (Building, Class 07A- See Notes)	5/1/2025		$66.26	$39.55	$105.81
Operators (Building, Class 07A- See Notes)	5/1/2026		$67.73	$40.48	$108.21
Operators (Building, Class 07B- See Notes)	5/1/2025		$65.97	$39.46	$105.43
Operators (Building, Class 07B- See Notes)	5/1/2026		$67.44	$40.39	$107.83
Painters Class 1 (see notes)	5/1/2025		$44.38	$34.55	$78.93
Painters Class 1 (see notes)	5/1/2026		$45.71	$35.22	$80.93
Painters - Line Stripping	12/1/2025		$45.12	$29.41	$74.53
Painters Class 4 (see notes)	5/1/2025		$46.47	$34.55	$81.02
Painters Class 4 (see notes)	5/1/2026		$48.45	$35.22	$83.67
Plasterers	5/1/2024		$43.78	$33.09	$76.87
plumber	5/1/2025		$70.53	$39.46	$109.99
plumber	5/1/2026		$73.73	$40.36	$114.09
Pointers, Caulkers, Cleaners	5/1/2025		$51.35	$31.80	$83.15
Pointers, Caulkers, Cleaners	5/1/2026		$53.35	$32.30	$85.65

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09262 - Building	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Roofers (Composition)	5/1/2025		$46.03	$34.77	$80.80
Roofers (Composition)	5/1/2026		$47.53	$35.22	$82.75
Roofers (Shingle)	5/1/2024		$34.35	$22.20	$56.55
Roofers (Slate & Tile)	5/1/2024		$37.35	$22.20	$59.55
Sheet Metal Workers	5/1/2025		$62.62	$52.17	$114.79
Sheet Metal Workers	5/1/2026		$65.06	$54.48	$119.54
Sign Makers and Hangars	7/15/2025		$33.48	$26.41	$59.89
Sign Makers and Hangars	7/15/2026		$36.38	$25.01	$61.39
Sprinklerfitters	1/1/2023		$62.23	$31.99	$94.22
Sprinklerfitters	5/1/2025		$70.37	$34.85	$105.22
Steamfitters	5/1/2024		$70.32	$43.09	$113.41
Steamfitters	5/1/2025		$72.52	$44.89	$117.41
Stone Masons	5/1/2025		$50.00	$32.80	$82.80
Stone Masons	5/1/2026		$51.50	$33.80	$85.30
Terrazzo Finisher	5/1/2025		$45.61	$29.41	$75.02
Terrazzo Finisher	5/1/2026		$47.78	$29.61	$77.39
Terrazzo Grinder	5/1/2025		$45.88	$29.41	$75.29
Terrazzo Grinder	5/1/2026		$47.78	$29.61	$77.39
Terrazzo Mechanics	5/1/2025		$52.21	$31.26	$83.47
Terrazzo Mechanics	5/1/2026		$53.36	$32.61	$85.97
Tile Finisher	5/1/2025		$41.17	$30.75	$71.92
Tile Finisher	5/1/2026		$42.07	$31.85	$73.92
Tile Setter	5/1/2025		$52.21	$31.26	$83.47
Tile Setter	5/1/2026		$53.36	$32.61	$85.97
Truckdriver class 1(see notes)	5/1/2024		$36.79	$22.54	$59.33
Truckdriver class 1(see notes)	5/1/2026		$38.57	$23.87	$62.44
Truckdriver class 2 (see notes)	5/1/2026		$38.67	$23.87	$62.54
Truckdriver class 3 (see notes)	5/1/2026		$38.92	$23.87	$62.79
Window Film / Tint Installer	6/1/2025		$27.42	$15.13	$42.55
Window Film / Tint Installer	6/1/2026		$28.35	$15.60	$43.95

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09262 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Bricklayer	5/1/2025		$50.00	$32.76	$82.76
Bricklayer	5/1/2026		$51.15	$34.11	$85.26
Carpenter - Chief of Party (Surveying & Layout)	5/1/2025		$65.96	$30.09	$96.05
Carpenter - Chief of Party (Surveying & Layout)	5/1/2026		$67.52	$30.44	$97.96
Carpenter - Instrument Person (Surveying & Layout)	5/1/2025		$58.39	$29.06	$87.45
Carpenter - Instrument Person (Surveying & Layout)	5/1/2026		$60.09	$29.06	$89.15
Carpenter - Rodman (Surveying & Layout)	5/1/2025		$45.88	$23.19	$69.07
Carpenter - Rodman (Surveying & Layout)	5/1/2026		$46.97	$23.54	$70.51
Carpenter	5/1/2025		$57.36	$30.09	$87.45
Carpenter	5/1/2026		$58.71	$30.44	$89.15
Cement Masons	5/1/2023		$43.20	$32.91	$76.11
Cement Masons	5/1/2025		$46.55	$32.66	$79.21
Dockbuilder, Pile Drivers	5/1/2026		$56.98	$37.99	$94.97
Dockbuilder/Pile Driver Diver	5/1/2026		$61.88	$45.47	$107.35
Dockbuilder/pile driver tender	5/1/2026		$56.98	$37.99	$94.97
Electric Lineman	6/3/2024		$62.07	$33.96	$96.03
Electric Lineman	6/2/2025		$65.10	$34.45	$99.55
Iron Workers (Bridge, Structural, Ornamental, Precast)	7/1/2024		$53.20	$45.01	$98.21
Iron Workers (Riggers)	7/1/2023		$44.62	$34.14	$78.76
Iron Workers (Rodman/Reinforcing)	7/1/2023		$48.29	$34.77	$83.06
Laborers (Class 01 - See notes)	5/1/2026		$41.65	$27.90	$69.55
Laborers (Class 02 - See notes)	5/1/2026		$41.85	$27.90	$69.75
Laborers (Class 03 - See notes)	5/1/2026		$41.85	$27.90	$69.75
Laborers (Class 04 - See notes)	5/1/2026		$36.45	$27.90	$64.35
Laborers (Class 05 - See notes)	5/1/2026		$42.50	$27.90	$70.40
Laborers (Class 06 - See notes)	5/1/2026		$42.55	$27.90	$70.45
Laborers (Class 07 - See notes)	5/1/2026		$42.40	$27.90	$70.30
Laborers (Class 08 - See notes)	5/1/2026		$42.15	$27.90	$70.05
Laborers (Class 09 - See notes)	5/1/2026		$42.00	$27.90	$69.90
Laborers (Class 10- See notes)	5/1/2026		$42.15	$27.90	$70.05
Laborers (Class 11 -See Notes)	5/1/2026		$42.05	$27.90	$69.95
Laborers (Class 12 -See Notes)	5/1/2026		$42.85	$27.90	$70.75
Laborers (Class 13 -See Notes)	5/1/2026		$45.78	$27.90	$73.68
Laborers (Class 14 -See Notes)	5/1/2026		$41.90	$27.90	$69.80
Laborers Utility (PGW ONLY) (Flagperson)	5/1/2024		$32.67	$19.63	$52.30
Laborers Utility (PGW ONLY)	5/1/2024		$39.70	$19.63	$59.33
Landscape Laborer	5/1/2024		$30.28	$24.05	$54.33
Millwright	5/1/2025		$57.39	$35.81	$93.20
Millwright	5/1/2026		$60.20	$35.81	$96.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2025		$54.52	$34.49	$89.01
Operators Class 01 - See Notes (Building, Heavy, Highway)	5/1/2026		$55.67	$35.34	$91.01
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2025		$57.52	$35.38	$92.90

BUREAU OF LABOR LAW COMPLIANCE
PREVAILING WAGES PROJECT RATES

Project: 26-09262 - Heavy/Highway	Effective Date	Expiration Date	Hourly Rate	Fringe Benefits	Total
Operators Class 01a - See Notes (Building, Heavy, Highway)	5/1/2026		$58.68	$36.22	$94.90
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2025		$54.27	$34.42	$88.69
Operators Class 02 - See Notes (Building, Heavy, Highway)	5/1/2026		$55.43	$35.26	$90.69
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2025		$57.29	$35.29	$92.58
Operators Class 02a - See Notes (Building, Heavy, Highway)	5/1/2026		$58.44	$36.14	$94.58
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2025		$50.18	$33.22	$83.40
Operators Class 03 - See Notes (Building, Heavy, Highway)	5/1/2026		$51.34	$34.06	$85.40
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2025		$49.88	$33.13	$83.01
Operators Class 04 - See Notes (Building, Heavy, Highway)	5/1/2026		$51.04	$33.97	$85.01
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2025		$48.16	$32.62	$80.78
Operators Class 05 - See Notes (Building, Heavy, Highway)	5/1/2026		$49.32	$33.46	$82.78
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2025		$47.17	$32.33	$79.50
Operators Class 06 - See Notes (Building, Heavy, Highway)	5/1/2026		$48.34	$33.16	$81.50
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2025		$66.26	$39.55	$105.81
Operators Class 07 (A) - See Notes (Building, Heavy, Highway)	5/1/2026		$67.73	$40.48	$108.21
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2025		$65.97	$39.46	$105.43
Operators Class 07 (B) - See Notes (Building, Heavy, Highway)	5/1/2026		$67.44	$40.39	$107.83
Painters - Line Stripping	12/1/2024		$44.12	$27.91	$72.03
Painters - Line Stripping	12/1/2025		$45.12	$29.41	$74.53
Painters Class 2 (see notes)	2/1/2025		$50.85	$33.91	$84.76
Painters Class 2 (see notes)	2/1/2026		$51.61	$35.00	$86.61
Painters Class 3 (see notes)	2/1/2025		$61.81	$33.95	$95.76
Painters Class 3 (see notes)	2/1/2026		$62.57	$35.04	$97.61
Pointers, Caulkers, Cleaners	5/1/2025		$51.35	$31.80	$83.15
Steamfitters (Heavy and Highway - Gas Distribution)	5/1/2025		$72.52	$44.73	$117.25
Truckdriver class 1(see notes)	5/1/2024		$36.64	$22.54	$59.18
Truckdriver class 1(see notes)	5/1/2026		$38.42	$23.87	$62.29
Truckdriver class 2 (see notes)	5/1/2026		$38.52	$23.87	$62.39
Truckdriver class 3 (see notes)	5/1/2026		$38.77	$23.87	$62.64

Section 1.4 – Bid Proposal Form

CONTRACT FOR ON CALL ROOFING REPAIRS
AT VARIOUS LOCATIONS

Contract No. NG10850

TO: The School District of Philadelphia **OWNER**

Office of Procurement Services **ADDRESS**
The School District of Philadelphia
440 North Broad Street
Third Floor – Portal A
Philadelphia, PA 19130

FROM: _____**CONTRACTOR**
_____**ADDRESS**
_____
_____**CITY/STATE**
_____**CONTACT NAME**
_____**PHONE NO.**

BASE CONTRACT PROPOSAL:

1. The Undersigned hereby proposes and agrees to provide all labor, materials, plant, equipment, transportation and other facilities as necessary and/or required to execute all of the Work described by the Contract Documents for: **Contract No. NG10850** at the applicable rates set forth in the following rate schedules:

RATE SCHEDULE FOR YEAR 1 CONTRACT TERM

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Journeyman**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Journeyman Apprentice**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Laborer Journeyman**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Laborer Apprentice**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

Mark-Up on Materials & Subcontractors _____ **%**

Rate Schedule for All of the Other/Additional Trades

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[_____] ($ per person per hour)	_____	_____	_____
[_____] ($ per person per hour)	_____	_____	_____
[_____] ($ per person per hour)	_____	_____	_____
[_____] ($ per person per hour)	_____	_____	_____

RATE SCHEDULE FOR YEAR 2 CONTRACT TERM

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Journeyman**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Journeyman Apprentice**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Laborer Journeyman**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Laborer Apprentice**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

Mark-Up on Materials & Subcontractors _____ **%**

Rate Schedule for All of the Other/Additional Trades

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[_____] ($ per person per hour)	_____	_____	_____
	Normal Hours	1.5 OT Hours	2.0 OT Hours
[_____] ($ per person per hour)	_____	_____	_____
	Normal Hours	1.5 OT Hours	2.0 OT Hours
[_____] ($ per person per hour)	_____	_____	_____
	Normal Hours	1.5 OT Hours	2.0 OT Hours
[_____] ($ per person per hour)	_____	_____	_____

RATE SCHEDULE FOR YEAR 3 CONTRACT TERM

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Journeyman**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Journeyman Apprentice**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Laborer Journeyman**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[**Laborer Apprentice**] **($ per person per hour)**	_____	_____	_____

2nd Shift	3rd Shift
_____	_____

Mark-Up on Materials & Subcontractors _____ **%**

Rate Schedule for All of the Other/Additional Trades

	Normal Hours	1.5 OT Hours	2.0 OT Hours
[_____] ($ per person per hour)	_____	_____	_____
[_____] ($ per person per hour)	_____	_____	_____
[_____] ($ per person per hour)	_____	_____	_____
[_____] ($ per person per hour)	_____	_____	_____

ACKNOWLEDGE RECEIPT OF ALL ADDENDA

Addendum #	Date	Addendum #	Date
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

PROOF OF VENDOR'S CAPABILITY

2. The competence, facilities, staff, and past performance of the bidders will be considered in making the award of this Contract. The School District of Philadelphia will make any investigation necessary to determine the ability of the Contractor to discharge this Contract satisfactorily. The Board of Education reserves the right to reject any bid if the bidder fails to satisfactorily convince the School District of Philadelphia that its firm is properly qualified, equipped, and staffed to perform the service required.

The Contractor must fill in the following information for the School District of Philadelphia references:

Name and contact information of three references, knowledgeable of the types of work performed by the bidder:

(a) _____

(b) _____

(c) _____

TIME OF COMPLETION:

3. The Undersigned agrees to Substantially Complete all Work under this Contract within the time periods specified in General Specifications, Section 2.6 **"Time of Completion, Milestones, Phasing or Sequencing Requirements."**

INSURANCE:

4. All Bidders are instructed to refer to Section 12 of the General Conditions. All Contractors or Subcontractors bidding Work on the Project shall include in their bids the costs of Workers Compensation and Employer's Liability Insurance, Commercial General Liability Insurance, Automobile Liability Insurance, Excess Umbrella Liability Insurance (Commercial Umbrella Liability Insurance) and any other types of insurance identified in General Specifications, Section 2.5 **"Special Insurance Requirements."**

LIQUIDATED DAMAGES:

5. Upon failure by the Contractor to achieve Substantial Completion within the time specified in Section 3 of the General Conditions from the Date of Commencement as set forth in the Notice to Proceed, the Contractor shall pay to the School District, as liquidated damages and not as a penalty, the sum stipulated per day for each consecutive calendar day of delay until such time as Substantial Completion of the Work is achieved.

6. In addition, the Contractor shall be responsible for and pay for the cost of completion of construction of the Work, as well as for any and all additional charges of the School District, Project Designer, other Project Contractors, and any other Consultants to the School District relating to the Contractor's failure to achieve Substantial Completion on a timely basis, including, but not limited to, delay damages, disruption damages, acceleration costs or expenses, investigative expenses, consulting fees, experts' fees, and attorneys' fees.

7. The Contractor and the School District agree that the amounts so fixed herein as liquidated damages are reasonable forecasts of just compensation for the harm that will be caused to the School District by the Contractor's breach.

GENERAL STATEMENT:

8. The Undersigned declares that the person or persons signing this Proposal is/are fully authorized to sign on behalf of the firm listed and to fully bind the firm listed to all the Proposal's conditions and provisions thereof.

9. It is agreed that the Undersigned has complied or will comply with all requirements of local, state, and federal laws, and that no legal requirement has been or will be violated in making or accepting this Proposal, in awarding the Contract to it and/or in prosecution of the Work.

10. Bid Security (**Not Required for this Contract)**

11. The Undersigned further agrees within five (5) calendar days from date of Notice of Acceptance of this Proposal or Contract award, to sign and deliver to the School District, all required copies of the School District/Contractor Agreement and the policies of insurance or insurance certificates as required by the General Conditions. In case the undersigned fails or neglects to deliver within the specified time the School District/Contractor Agreement and the insurance policies or certificates, all as aforesaid, the undersigned shall be considered as having abandoned the Contract.

Respectfully submitted this _____day of _____, 2027.

Individual Proprietorship or Partnership

If Contractor is an individual proprietorship or is a partnership, sign here:

_____
(Trade Name of Firm)

By: _____ By: _____ (SEAL)
(Witness) (Owner or Partner)

Corporation

If Contractor is a corporation, sign here:

_____
(Name of Corporation)

ATTEST:

By: _____ By: _____ (SEAL)
(Secretary or Treasurer) (President or Vice President)

(CORPORATE SEAL)

Signature by anyone other than the President or Vice President and the Secretary or Treasurer of the Corporation must be accompanied by a power of attorney, executed by the proper corporate officers under the corporate seal indicating authority to execute this Bid.

SECTION 2 - GENERAL SPECIFICATIONS

Section 2.1 – School District/Contractor Agreement

This Contract for General Service Work (the "General Service Contract") is made this ____ day of _____, 20__, by and between the **SCHOOL DISTRICT OF PHILADELPHIA** (hereinafter called "the School District"), acting through its Board of Education, located at 440 N. Broad Street, Philadelphia, Pennsylvania 19130-4015 and _____ (hereinafter called "General Service Contractor") located at _____ _____.

WHEREAS, the School District has solicited competitive bids for General Service Work as required by law and has awarded this General Service Contract designated Specification No. **NG# _____ _____** for certain General Service Work (hereinafter called the "Work") described in the attached Specifications of the General Service Contract, at various Schools/Locations (hereinafter called the "Project") to the General Service Contractor, who was the lowest responsible and responsive bidder under the provisions of the Pennsylvania Public School Code of 1949, 24 P.S, §7-751(a.2);

WHEREAS, the General Service Contractor has submitted Certificate(s) of Insurance reflecting the insurances required by said School District for approval of the School District Department of Risk Management;

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, promises, and agreements set forth herein, the School District and the General Service Contractor, intending to be legally bound, agree as follows:

1. **The Work**. The General Service Contractor shall perform all the Work required by the Contract Documents for General Service Work for the Project.

2. **Time of Commencement and Completion**. The General Service Contractor agrees to begin the Work contemplated by this General Service Contract on the date of Notice to Proceed, and to complete the Work to the satisfaction and approval in every respect, of the School District in accordance with the specific dates and subject to the terms and conditions set forth in Section 3 of the General Conditions of the General Service Contract and General Specifications, Section 2.3 "**Summary of Work"** and Section 2.6 "**Time of Completion, Milestones, Phasing or Sequencing Requirements"**. The General Service Contractor further agrees that if it shall fail to complete the Work in accordance with the specific dates and the terms and conditions set forth in the foregoing contract provisions, then the General Service Contractor shall pay to the School District or agrees to a deduction from any funds due said General Service Contractor from said School District the daily sum stipulated in Paragraph 3.4 of the General Conditions of the General Service Contract for each and every calendar day thereafter until such Work shall be completed, not as a penalty but as liquidated damages, and the General Service Contractor shall also be responsible and pay for the cost of completion of construction of the Work, as well as for any and all additional costs incurred by the School District relating to the failure of the General Service Contractor to complete the Work in accordance with the foregoing, including without limitation, compensation for additional services for the Project Designer and any other consultants to the School District relative to the General Service Contractor's failure to complete the Work in accordance with the foregoing.

3. **Contract Sum and Final Payment**. The School District has established a NOT TO EXCEED or Aggregate Sum of _____(_____) to be shared by any and all contractors to whom an award has been made for this project. It is the intent of the School District to make work assignments as its needs and the availability and capability of the awarded firms dictate; however, the School District reserves the right to award a contract to more than one bidder and does not promise or guarantee any specific number of assignments or dollar amount of work to any individual contractor awarded a contract, or to expend the entire amount of approved funds. Payment will be made in accordance with Paragraph 5 of the General Conditions of the General Service Contract, provided, however, that deductions from or additions to said sum to be paid will be made under the circumstances and upon the basis set forth in the General Conditions of the General Service Contract.

It is agreed that, if by reason of alterations in the Drawings, if any, or in the character of the Work to be performed under the General Service Contract, the quantity of Work to be performed shall be increased or decreased, additions to or deductions from the Contract Sum shall be made in the manner set forth in the General Conditions of the General Service Contract and as agreed to in writing by the School District and further that the School District shall have no liability for and the General Service Contractor shall have and make no claims for loss of anticipated profits if the quantities of any items or Work actually ordered to be done shall be less than those set forth in the Specifications or be entirely omitted. Modification or changes of this General Service Contract shall not be made except by written instrument, duly authorized by the School District as provided more fully in the General Conditions of the General Service Contract. Final Payment, constituting the entire unpaid balance of the Contract Sum, shall be paid by the School District to the General Service Contractor upon Final Completion of the Work, the General Service Contract fully performed, and the Project Designer having issued a final Certificate for Payment which approves the final payment due the General Service Contractor.

4. **M/WBE Commitments and Requirements.** In supplementation of the Contractor's other covenants set forth in this Contract, the Contractor covenants and agrees to carry out fully and faithfully its commitments set forth in this Contract concerning utilization of M/WBEs; if any. See Contractor's Minority/Women-Owned Business Enterprise (M/WBE) Participation Plan attached to the School District/Contractor Agreement and Paragraph 9.1 of the General Conditions of Contract. For Compensation under this Contract, the Contractor's M/WBE participation covenant shall equal at least Best Effort.

5. **Contract Documents**. The Contract Documents consist of this General Service Contract, the Instructions to Bidders, Bid Proposal Form, School District/Contractor Agreement, the General Service Contractor's MWBE Participation Plan, Conditions of the Contract (General or other), Plans and Specifications, the Drawings, if any, described in said Plans and Specifications (the signature of the General Service Contractor on one set, which set has been retained by the School District), all Addenda issued prior to execution of the General Service Contract, Office of Procurement Services bidding and contract forms, Office of Facilities Management and Services contract forms, and all other prints, papers, documents, and forms attached hereto or referred to herein. Such documents are hereby incorporated into and made a part of the General Service Contract to the same extent as if they were fully set forth herein. By execution of the School District/Contractor Agreement, the School District and the Contractor acknowledge their consent to the incorporation of these Contract Documents into the Contract.

6. **No Liens and Waiver**. The General Service Contractor will not at any time suffer or permit any lien, attachment or other encumbrance, under any laws of this State or any other State, or the Federal Government, by any persons to be put or remain on the building or premises, into or upon which any Work is done or materials are furnished under this General Service Contract for such Work or materials, or by any reason or any other claim or demand against the General Service Contractor. The General Service Contractor will not put any materials on said building to which he has not obtained absolute title. Any such lien, attachment, or other encumbrance, or claims of a third party, until it is removed, shall preclude any and all claim or demand or any payment whatsoever under or by virtue of this General Service Contract, and in the event that same is not removed, the School District may remove the same at the expense, including legal fees, of the General Service Contractor. The General Service Contractor agrees to waive and does hereby waive and relinquish all rights to a lien upon the real estate hereinabove described and the building to be erected thereon in accordance with the terms of the General Service Contract. The General Service Contractor also expressly agrees that no lien shall attach to the real estate, building, structure, or any other improvement of the School District, either on behalf of the General Service Contractor herein or on behalf of all subcontractors, mechanics, journeymen, laborers, materialmen, or persons performing labor upon or furnishing materials and machinery for such property or improvement of said School District through the General Service Contractor, and the General Service Contractor does hereby expressly waive all rights to any such lien under the laws of the Commonwealth of Pennsylvania for and on behalf of themselves and all other persons furnishing labor and materials as aforesaid in any form or manner whatsoever for the erection, construction, and completion of the building or other installation.

7. **Remedy of Defects**. The General Service Contractor covenants and agrees to remedy

without cost to the School District, any defect in the Work which may develop within 1 year from the date of letter of acceptance from the School District for the Work performed under this General Service Contract or such longer time period as specified in the Contract Documents.

8. **Miscellaneous Provisions**. Terms used in this General Service Contract that are defined in the General Conditions of the General Service Contract and the Specifications shall have the meanings set forth in the General Conditions of the General Service Contract and the Specifications. The Contract Documents, which constitute the entire agreement between the School District and the General Service Contractor, are listed in Paragraph 5 herein, except for Modifications issued after execution of this General Service Contract.

IN WITNESS WHEREOF, the parties hereto have executed this General Service Contract the day and year aforesaid written.

THE SCHOOL DISTRICT OF PHILADELPHIA

By: _____
Tony B. Watlington, Sr., Ed.D.
Superintendent

EXAMINED AND APPROVED:

_____
Dawn R, Chism, Senior General Counsel
Attorney for
The School District of Philadelphia

CONTRACTOR:

If Contractor is an Individual Proprietorship or a Partnership:

_____
(Trade Name of Firm)

Witness:

By: _____
Name:
(Owner or Partner)

By: _____ (SEAL)
Name:

If Contractor is a Corporation:

_____
(Name of Corporation)

ATTEST:

BY: _____
Name:
(Secretary or Treasurer)

By: _____ (SEAL)
Name:
(President or Vice President)

Section 2.2 - General Conditions

GENERAL CONDITIONS OF THE GENERAL SERVICE CONTRACT

BACKGROUND

The Owner is The School District of Philadelphia and is referred to throughout the Contract Documents as School District and as if singular in number and neuter in gender. The Board of Education or Board or BOE is the governing body of the School District of Philadelphia pursuant to the Public School Code, 24 P.S. § 21-2102 and § 3- 301.

1. INCORPORATION OF BACKGROUND; DEFINITIONS; GENERAL RULES OF CONSTRUCTION; EXECUTION

1.1 **Incorporation of Background.** The above Background is incorporated by reference into the General Service Contract and the Specifications for General Service Work.

1.2 **Definitions.** Except as expressly provided otherwise in the General Service Contract, or in the Project Specifications, capitalized terms shall have the meanings specified in this Paragraph 1.2. Such meanings shall be applicable to both the singular and plural of the term defined. Whenever the context requires, words used in the singular shall be construed to mean or include the plural and vice versa; and pronouns of any gender shall be deemed to include and designate the masculine, feminine, and neuter genders. "Or" shall include "and/or".

(a) "Applicable Law" – means and includes all federal, state, and local statutes, ordinances, resolutions and regulations, including the rules and regulations of any governmental authority, School District rules, regulations and policies applicable to the School District, the General Service Contractor and the Work, and includes all applicable case law, court orders, injunctions and consent decrees.

(b) "Architect/Engineer" or "Project Designer" is the person or firm identified elsewhere in the Bidding and Contract Documents performing architectural and/or engineering design services for this Project for the School District's Office of Facilities Management and Services pursuant to a professional services contract with the School District.

(c) "Approval" or "Approve" – means the written approval of the BOE or its authorized representative. "Approve" or "Approval" when used in conjunction with the responses by the Project Designer or other School District Consultant(s) to submittals, requests, inquiries, applications, reports and claims by the General Service Contractor shall be limited by their responsibilities and duties as specified in their written contracts with the School District. In no case shall approve or approval by the Project Designer or other School District Consultant(s) be interpreted as a release of the General Service Contractor from responsibilities to fulfill requirements of the Contract Documents.

(d) "As Shown" or "As Indicated" or "As Detailed" – These words, and words of like implication, refer to information contained by drawings, sketches or plans describing the Work, unless explicitly stated otherwise in other Contract Documents.

(e) "Bid" – means the Bid Proposal submitted by the General Service Contractor in response to the Invitation To Bid.

(f) "Contract Documents" – consist of the executed Contract between the School District and the General Service Contractor, the General Service Contractor's MWBE Participation Plan, the General Service Contractor's Bid, Conditions of the Contract (General or other) for General Service Work, Project Specifications, Drawings, if any, or other documents, all Office of Procurement Services bidding and contract forms, all Office of Facilities Management and Services contract forms, and all addenda issued prior to and all modifications issued after the execution of the Contract.

(g) “Drawings” – mean all drawings, sketches or plans, or reproductions of drawings, sketches or plans pertaining to required Work, including approved shop drawings.

(h) “Effective Date” – means the date first written above.

(i) “General Service Contract” or “Contract” – means the contract for General Service Work on the Project, including all documents attached hereto and/or incorporated herein, as amended from time to time by written amendment executed by both parties, and all modifications or revisions made in accordance with the terms hereof.

(j) “General Service Contractor” or “Contractor” – means the person, firm or company awarded the contract for General Service Work on the Project by the BOE.

(k) “Erect” or “Install” – means set in place and make usable that which is furnished.

(l) “Furnish” – means purchase and supply new and deliver to Project site, ready for operations at Project site, and for School District’s ownership and intended usage.

(m) “Indicated” – means shown on Drawings, noted on Drawings, specified, or a combination thereof.

(n) “Term” – means the time period of the General Service Contract that commences on the effective date of Notice to Proceed and, unless sooner terminated by the School District pursuant to the terms of the General Service Contract, continues in full force and effect up to the Contract period specified in the General Service Contract.

(o) “Necessary” – means needed, as reasonably inferable from the General Service Contract or required, in order to make Work complete and available for use.

(p) “Notice to Proceed” – means verbal or written authorization by the Contract Administrator for the School District to commence the Work.

(q) “Other School District Consultant(s)” – means the person(s), firm(s) or company(ies) performing technical and professional services in support of the assessment, design or construction, construction management, environmental management and servicing, or maintenance or repair of school facilities projects, other than architectural/engineering services, for the Project under a professional services contract(s) with the School District.

(r) “Project” – means the total design, construction, maintenance and repair of which the Work performed under the Contract Documents may be the whole or a part and which includes General Service Work by the School District and by the General Service Contractor.

(s) “Project Specifications” – means the written design, construction and General Service Work requirements for the Project General Service Work, together with Project drawings, sketches, plans, reports, material specifications, and any other design, construction or General Service Work documents, and includes any modifications that may be issued.

(t) “Provide” – means, as a directive to the General Service Contractor, newly furnish and install completely ready for intended use, unless otherwise indicated elsewhere in the Contract Documents.

(u) “Renewal Term” – means an additional time period formally approved by resolution of the BOE that renews or extends the General Service Contract.

(v) “School District” or “Owner” – means the School District of Philadelphia or an authorized representative thereof.

(w) "School Board" – means the School District's Board of Education, or any successor body.
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(x) "Subcontractor" – means any person, firm, partnership, corporation, other entity, or combination thereof, or their respective duly authorized representative(s), who has or will enter into a contract with the General Service Contractor to furnish, supply, or provide labor, materials, supplies, equipment, or services, or perform any Work covered by this General Service Contract.

(y) "Subcontract" – means a contract entered into by the General Service Contractor with a Subcontractor in order to perform, directly or indirectly, its Work under this General Service Contract.

(z) "Termination Notice" – means a notice given by the School District of its intent to terminate and its termination of this General Service Contract. The termination procedure is set forth in General Condition 16. **TERMINATION**.

(aa) "Work" or "General Service Work" – comprises the completed General Service Work required by the Contract Documents and includes all labor, materials, consumables, small tools, and equipment, and contractual requirements as indicated in the Contract Documents, necessary to produce such General Service Work, and all materials and equipment incorporated or to be incorporated in such General Service Work, and whether or not they become part of the completed Project. "General Service Work" includes reproduction services for photocopying and imaging of plans and specifications and other documents for the School District's Office of Facilities and Maintenance; maintenance type repairs which supplement the School District's Maintenance Department work, e.g., air conditioning repairs, boiler refractory repairs, boiler repairs, elevator repairs, fire alarm and emergency systems repairs, high voltage repairs, piping and sewer system repairs, plumbing repairs, public address/intercom system repairs, structural repairs due to weather or accidental building damage, trailer repairs and relocation, and window repairs; and other similar work or services.

(bb) "Work Schedule" – means that schedule submitted to and approved by the School District for the completion of those tasks necessary to complete the Work, as may be amended from time to time subject to the written approval of the School District.

1.3 **General Rules of Construction.** Except as expressly stated otherwise, all references to "Paragraph(s)" or "Section(s)" in the Project Specifications or the General Service Contract or the Specifications for General Service Work are references to Paragraphs and Sections of the Project Specifications or the General Service Contract or the Specifications for General Service Work. The index, table of contents and headings used in the Project Specifications and the General Service Contract and the Specifications for General Service Work are for reference and convenience only, do not in any way define, limit, describe, or amplify the provisions of the Project Specifications and the General Service Contract and the Specifications for General Service Work or the scope or intent of its provisions, are not a part of the Project Specifications and the General Service Contract and the Specifications for General Service Work, and will not enter into the interpretation of the Project Specifications and the General Service Contract and the Specifications for General Service Work. Words and abbreviations that have well known technical or trade meanings are used in the Contract Documents in accordance with such recognized meanings unless otherwise specifically defined herein. Any material or operation specified by reference to published specifications of a manufacturer, a society, an association, a code, or other published standard shall comply with requirements of the listed document that is current on the date of receipt of the proposal. In case of a conflict between the referenced document and Project Specifications, the one having more stringent requirements shall govern. The Contractor, when requested or noted elsewhere in the Contract Documents, shall furnish an affidavit from the manufacturer certifying that materials or products delivered to the job meet requirements specified. Whenever in the Contract Documents an article, material or equipment is defined by describing a proprietary product, or by using a trade name, or by the name of the manufacturer or vendor, the term "or equal" shall be implied if not inserted therewith. All references to "days" in the Project Specifications and the General Service Contract and the Specifications for General Service Work mean calendar days unless otherwise stated. The term "business days" or "working days" means Monday through Friday, excluding holidays observed by the

School District which are published on the School District's website at the address http://www.philasd.org under the subject "Calendar".

1.4 **Execution.** The School District/Contractor Agreement shall be signed by the School District and the Contractor by due, secure electronic method, and shall be transmitted by email or other electronic means. A signed copy of the School District/Contractor Agreement delivered by email or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this School District/Contractor Agreement. All of the Contract Documents listed in Paragraph 5 of the School District/Contractor Agreement and Paragraph 1.2(f) of these General Conditions are hereby incorporated into and made a part of the School District/Contractor Agreement and the Contract to the same extent as if they were attached thereto or fully set forth therein. The School District and the Contractor by execution of the School District/Contractor Agreement acknowledge their consent to the incorporation of the Contract Documents into the School District/Contractor Agreement and the General Service Contract.

2. GENERAL SERVICE CONTRACTOR'S WORK AND RESPONSIBILITIES

2.1 **Scope of Work.** The description of the Work in the General Service Contract is intended to be general in nature and should not be construed to be a complete description of the Work, or a limitation on the Work to be provided hereunder. For a full description of the Work in the General Service Contract, the General Service Contractor should refer to General Specifications, Section 2.3 **"Summary of Work"**, the Project Specifications and the Drawings, if any.

2.2 **Work, Labor, Materials, Supplies and Equipment.** The General Service Contractor must be licensed by the City of Philadelphia ("City") Department of Licenses and Inspections ("L&I Department") or other governing authority(ies) having jurisdiction over the Project to do work of this nature in the Commonwealth of Pennsylvania. All Work shall be executed in conformity with the Project Specifications, Drawings, if any, and other Project documents and Contract Documents and all express warranties in the General Service Contract. All Work shall be performed in a skillful and workmanlike manner. All materials, supplies and equipment furnished and used shall be new unless otherwise specified, of good quality, free from defects, and in conformance with the Contract Documents. All materials, supplies and equipment shall be merchantable and fit for their general purpose for which they were intended on the Project. All materials, supplies and equipment shall also be fit for the particular purpose for which they are intended on the Project. All Work, materials, supplies or equipment which do not conform to the Contract requirements shall be deemed defective, and shall be repaired or removed and replaced, to the School District's satisfaction, together with any Work disarranged by such repair, removal or replacement, at the General Service Contractor's sole expense. If the School District determines, in its sole discretion, that it is expedient to accept such defective Work, materials, supplies or equipment, the School District shall have the right to deduct from monies due, owed or to be paid to the General Service Contractor an amount equal to the difference in value between such defective Work, materials, supplies or equipment and that which is specified, indicated, detailed or shown in the Contract Documents. The General Service Contractor agrees to replace, free of charge, for a period of one (1) year from the date of approval of the final bill of the General Service Contractor, all Work, materials, supplies, or equipment which it installs that does not meet specified Project or Contract requirements or become worthless or inoperative through defects in material and workmanship. The General Service Contractor also agrees to repair, without additional cost to the School District, for a period of one (1) year from the date of final completion, any defects that may develop during that period. Such guarantee shall be in addition to any and all warranties that may be called for under the Project Specifications and other Contract Documents. The requirements set forth in this Paragraph 2.2 shall constitute warranties and guarantees of the General Service Contractor to the School District. The warranties and guarantees set forth in this Paragraph 2.2 and elsewhere in the Contract Documents shall survive final payment and termination of the Contract.

2.3 **Supervision and Construction Procedures.** The General Service Contractor shall supervise and direct the Work, using its best skill and attention, and shall be solely responsible for all construction means, methods, techniques, sequences and procedures, and for coordinating all portions of the Work on the Project under the General Service Contract. The General Service Contractor shall provide continuous supervision of the Work at the Project site by a competent superintendent or foreman or project manager.

Immediately upon receipt of Notice to Proceed, the General Service Contractor shall furnish the name and qualifications of the proposed superintendent or foreman or project manager to the School District. The General Service Contractor shall obtain the School District's **prior approval** of the proposed Superintendent or Foreman or Project Manager **before** commencing performance of actual General Service work at the Project site, which approval shall not be unreasonably withheld. The General Service Contractor shall **not** employ or use a proposed Superintendent or Foreman or Project Manager on the Project who has not received prior approval from the School District. The General Service Contractor shall **not** remove, reassign, replace, or substitute the approved Superintendent or Foreman or Project Manager on the Project without the **prior written notice to and approval of** the School District, which approval shall not be unreasonably withheld. In the event that the approved Superintendent or Foreman or Project Manager becomes unavailable to serve on the Project, the General Service Contractor shall obtain the School District's **prior approval** of a proposed replacement or substitute Superintendent or Foreman or Project Manager on the Project, which approval shall not be unreasonably withheld. The General Service Contractor shall employ only competent workers who are thoroughly skilled in their branches of labor or qualified, licensed, or certified personnel for the Work at all times. The General Service Contractor, its employees and all others acting under its direction or control shall, at all times, observe and comply with any and all applicable federal, state and local laws, statutes, ordinances, rules, regulations, codes, actions, orders, and permits during performance of the Work, including but not limited to, School District policies and procedures, the Occupational Safety and Health Act of 1970 (OSHA) as amended and its standards and regulations, and the Philadelphia Building Code or International Construction Code, as most recently amended, and standards referenced therein. The General Service Contractor shall ensure that the quality of the Work is performed, provided, placed, put in, erected, or installed on the Project according to the Project Specifications and Drawings, if any. The General Service Contractor, its employees and all others acting under its direction or control shall perform the required Work in such a manner as to not create a risk of harm to the School District, its agents, representatives, and employees, the general public, the environment, and the property of others.

2.3.1 The City Administrative Board has approved a waiver of the construction permit fees imposed under Section A902.2 of the City Administrative Code and levied by the City L&I Department for School District capital projects, effective prospectively from October 12, 1999. In accordance with the City Administrative Board Rule No. 4, no permit fee is to be paid by the School District to the City for the following permits: zoning, building, fire service, plumbing, electrical, and other similar construction permits. With assistance from the Project Designer, the School District shall provide the required Waiver of Permit Fees applications to the General Service Contractor for the zoning, building, fire service, plumbing, electrical, and other similar construction permits with the City L&I Department, Permit Services Division, in order to obtain City waivers of the permit fees for the Project. The General Service Contractor shall, without additional expense to the School District, be responsible for obtaining and paying for any other necessary licenses and permits and for complying with all applicable Federal, State and Local laws, codes and regulations in connection with the prosecution of the Work. The General Service Contractor shall pay for any other charges and fees necessary or required for performance of the Work and shall give all required notices to public or private authorities, bodies, organizations, bureaus, or companies in order that necessary or required inspections may be made for the progress of the Work. Failure to comply with the City L&I Department regulations shall result in penalties, payable by the General Service Contractor, to the City, at no additional cost to the School District.

2.3.2 All ferrous metal products used on the Project must comply with the requirements of the Steel Products Procurement Act (73 P.S. §1881 et seq., as amended). The General Service Contractor shall complete and submit to the School District the appropriate Steel Origin Certification forms for all ferrous metal products prior to incorporating them into the Project. The General Service Contractor shall be responsible for procuring and submitting appropriate Steel Origin Certifications from its Subcontractors or fabricators, as applicable. The Steel Origin Certification forms are available on the website of the Pennsylvania Department of General Services at website link, https://www.dgs.pa.gov/Design-and-Construction/Steel-Products-Act-Exemptions/Pages/default.aspx., and incorporated by reference and made a part of the General Service Contract to the same extent as if they were attached hereto. The School District shall enforce the Steel Products Procurement Act by means of removal and replacement of non-complying steel products, at the sole expense of the General Service Contractor.

2.3.3 The School District may demand the removal of any person employed by the General Service Contractor or Subcontractor in or about the Work, who is deemed incompetent or guilty of misconduct, or who neglects or refuses to comply with the directions given or Contract requirements. The services of such person shall not be allowed on School District projects without the written consent of the School District. Should the General Service Contractor continue to employ or again employ such person on the School District project without the written consent of the School District, the School District may withhold all payments which are or may become due or the School District may suspend the Work at the expense of the General Service Contractor, until such orders are complied with. Any delay arising out of such suspension shall not be reason for extension of the Contract time.

2.4 **Use and Protection of Premises.** During the school year, the building will be open from 7:30 A.M. to 4:30 P.M., Mondays through Fridays, inclusive. Work may be performed at other times, and on Saturdays, Sundays, and holidays, either upon the School District's verbal or written request or the General Service Contractor's providing three (3) days' advance notice of the Work to be performed and the School District's giving written permission to the General Service Contractor to perform such Work after school building hours or on Saturdays, Sundays, or holidays. No Work shall be performed after school building hours or on Saturdays, Sundays, or holidays, except in case of emergency, without the presence of an inspector or other representative of the School District. Costs to keep building open on holidays and weekends will be permitted, provided that the General Service Contractor agrees to pay all costs for watchmen, custodial or other necessary School District personnel.

2.4.1 Personnel of the General Service Contractor and its Subcontractors must display the forms of identification that have been approved by the School District, at all times, whenever on School District property. All personnel of the General Service Contractor and its Subcontractors must sign in with security personnel at the entrance to the Project site before gaining access to the Project site. Any personnel not properly identified will be removed from the premises.

2.4.2 The use and distribution of tobacco products, alternative nicotine products and vapor products by all employees, contractors and visitors is prohibited on any property owned, leased or controlled by the School District, unless there are certain designated areas on the property where tobacco use by persons other than pupils is permitted, under Board Policy No. 323. "Tobacco Product, Alternative Nicotine Product and Vapor Product Use By Employees" and Administrative Procedures for Board Policy No. 323. The General Service Contractor and its Subcontractors must comply with Board Policy No. 323 and Administrative Procedures for Board Policy No. 323. Board Policy No. 323 and Administrative Procedures for Board Policy No. 323 are available on the Board's website at **https://www.philasd.org/schoolboard/policies/** and incorporated by reference and made a part of the General Service Contract to the same extent as if they were attached hereto. Hard copies of the Board Policy and Administrative Procedures will be provided upon request.

2.4.3 The General Service Contractor and its Subcontractors are prohibited from use and possession of alcoholic beverages, drugs (other than prescription), and carrying weapons or ammunition onto the jobsite. The General Service Contractor agrees to comply, and ensure that all Subcontractors comply, with any postings or notices located at the jobsite regarding safety, security or weapons.

2.4.4 The General Service Contractor shall, at all times, keep the building premises and all Work and storage areas neat, clean, and free from accumulations of waste materials, discarded materials and rubbish caused by its operations. The General Service Contractor shall remove all waste materials, rubbish, discarded material and debris generated by the Contractor and its Subcontractors from the Project site. Burning of debris shall not be permitted on the premises. Cleaning and disposal operations shall be conducted in compliance with governing codes, ordinances, regulations and anti-pollution laws. All materials not to be incorporated into the Work shall be removed from the Project site and properly and legally disposed of. If the General Service Contractor or its Subcontractors fail to clean up during or at the completion of the Work, the School District may do so, and the cost thereof shall be backcharged to the General Service Contractor and the General Service Contractor hereby authorizes the School District to withhold the amount of the cost for cleanup and removal of waste materials, rubbish, discarded materials, and debris from monies due or to become due the General Service Contractor under its

applications for payment and to deduct the cost thereof from any monies due or to become due the General Service Contractor under this Contract to pay for the cost of such cleanup and removal. If the General Service Contractor or its Subcontractors fail to clean up and remove waste materials, rubbish, discarded materials, and debris from the Project site as required, the School District, at its sole option, shall have the right to stop payment of all progress payments due the General Service Contractor until the General Service Contractor and its Subcontractors comply with their cleaning and removal obligations, to the School District's satisfaction. The foregoing rights are in addition to other rights of the School District enumerated in the General Conditions and those provided by law.

2.5 **Protection of Persons and Property.** The General Service Contractor shall perform its work with due regard to the safety of persons and property. It is a condition of this General Service Contract, and the General Service Contractor agrees, that the General Service Contractor shall not require its employees employed in the performance of this Contract to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous to personal health and safety, as determined by the School District, or under the School District's health and safety program, guidelines, procedures, and requirements or the Contract Documents, as well as any applicable OSHA regulations. The School District's health and safety program, guidelines, procedures, and requirements are hereby incorporated into the General Service Contract by reference as though set forth in full. The School District's health and safety program, guidelines, procedures, and requirements and applicable laws, rules and regulations, and codes shall be observed by the General Service Contractor and its Subcontractors. It is the responsibility of the General Service Contractor to ensure that the work of its employees and Subcontractors required hereunder is performed in a safe and workmanlike manner and in compliance with general safety standards for the performance of such work. The General Service Contractor must ensure that all its personnel are able to adhere to the School District's health and safety program, guidelines, procedures, and requirements. Safety deficiencies shall be brought to the attention of the School District.

2.5.1 The General Service Contractor shall: (1) pre-plan, coordinate, and execute all Project activities in a manner that assures the prevention and control of conditions that may cause students, teachers, school staff personnel, school visitors, and Project neighborhood residents injury and work-related illness; and (2) prevent and control conditions that may cause the General Service Contractor or Subcontractor employee injury and work-related illness; and (3) control exposures and/or conditions that come in contact with the general public; and (4) comply with all applicable federal, state, and local regulations; and (5) decrease operating costs through conservation of human physical resources. The General Service Contractor shall meet all OSHA standards for the safety of, and shall take all reasonable precautions for safety of, and shall provide all reasonable protection to prevent damage, injury or loss to: (1) all employees on the Project and all other persons who may be affected thereby; (2) all the Work and all materials and equipment to be incorporated therein, whether in storage on or off the Project site, under the care, custody or control of the General Service Contractor or any of its Subcontractors or Sub-subcontractors; and (3) other property at the Project site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2.5.2 The General Service Contractor shall give all notices and comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss. The General Service Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. The General Service Contractor shall promptly remedy all damage or loss to any property referred to in this Paragraph 2.5 caused, in whole or in part, by the General Service Contractor, any Subcontractor, any Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable and for which the General Service Contractor is responsible under Paragraph 2.5, except damage or loss solely attributable to the acts or omissions of the School District, Project Designer, or other School District Consultant(s), or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, and not attributable to the fault or negligence of the General Service Contractor. The foregoing obligations of the General Service Contractor are in addition to his obligations under General Condition 11. **INDEMNIFICATION**. In accordance with the School District's health and safety

program, guidelines, procedures, and requirements, the General Service Contractor shall designate a responsible member of his organization at the Project site whose duty shall be prevention of accidents. This person shall be the General Service Contractor's superintendent or foreman or project manager, unless otherwise designated by the General Service Contractor in writing to the School District. The General Service Contractor shall not load or permit any part of the Work to be loaded so as to endanger its safety or the safety of persons or property. The General Service Contractor shall promptly report, in writing, to the School District, all accidents arising out of or in connection with the Work which cause death, personal injury or property damage, giving full details and statements of any witnesses. In addition, if death or serious personal injuries or serious damages are caused, the accident shall be reported immediately, by telephone or messenger, to the School District. In any emergency affecting the safety of persons or property, the General Service Contractor shall act, at its discretion, to prevent threatened damage, injury or loss, at no additional compensation and without extension of time. In the event emergency repairs or work is necessary to prevent damage and the General Service Contractor is not available, the School District may make such repairs or do such work, either by itself or through another contractor. The General Service Contractor shall pay the expenses of the repairs or work when necessitated by defects in the General Service Contractor's work.

2.5.3 The General Service Contractor and its Subcontractors are fully and solely responsible for the jobsite safety of the construction means, methods, techniques, sequences, and procedures utilized by the General Service Contractor and its Subcontractors in connection with construction work or General Service Work on the Project. The General Service Contractor and its Subcontractors are responsible for maintaining and supervising all safety precautions and programs in connection with construction work or General Service Work on the Project, and for any violations of the safety precautions and programs in connection with construction work or General Service Work on the Project. The General Service Contractor and its Subcontractors are also responsible for complying with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property, or their protection from damage, injury or loss, in connection with construction work or General Service Work on the Project, and for taking all necessary precautions to protect the safety and health of their employees and others on the Project jobsite, including compliance with all applicable federal, state and local safety and health laws, regulations, and building codes, and for adhering to and enforcing the safety regulations set forth in the Contract Documents and the School District's health and safety program, guidelines, procedures, and requirements.

2.5.4 The General Service Contractor's and Subcontractors' employees, suppliers, and agents shall, when about the jobsite, observe and comply with the strictest of the applicable laws and any regulations prescribed by School District or as set forth in the Contract Documents, including Board Policy No. 705 entitled "Workplace and Construction Project Safety" and Administrative Procedures for Board Policy No. 705. Board Policy No. 705 and Administrative Procedures for Board Policy No. 705 are available on the Board's website at **https://www.philasd.org/schoolboard/policies/** and incorporated by reference and made a part of the General Service Contract to the same extent as if they were attached hereto. Hard copies of the Board Policy and Administrative Procedures will be provided upon request.

2.6 **Loss or Injury to Persons or Property.** The General Service Contractor shall be liable for any loss or injury to persons or property, including property of the School District, occasioned by its negligence or breach of contract, during the progress of the Work, until the Work has been completed and finally accepted by the BOE. The General Contractor shall also assume full responsibility for loss by reason of violation of any Federal, State, or Local laws. The General Service Contractor shall immediately restore, replace and/or repair to the condition required by the Project Specifications and Drawings, if any, then in effect any damage to Work done or loss of property resulting from an Act of God or any cause, not directly attributable to the negligence of the School District, at no additional cost to the School District, the said loss to fall entirely upon the General Service Contractor.

2.7 **Cooperation.** If the General Service Contract is proceeding concurrently with others in the building, the General Service Contractor shall cooperate with the other contractors in expediting the work of all. The General Service Contractor shall secure and anchor the work and avoid damage to the work of the other contractors and shall do everything necessary in order that the general public and the School District shall not suffer any injury to persons or property.

2.8 **Tests, Samples, Inspections, and Shop and Erection Drawings.** Tests of materials required under the Project Specifications, unless noted otherwise, shall be paid for by the School District. The selection of bureaus, laboratories and/or agencies for the inspection and testing of supplies, materials and equipment (not paid for by the School District) shall be subject to the approval of the School District. Satisfactory documentary evidence that the material has passed the required inspections and tests shall be furnished to the School District. Upon request, the General Service Contractor shall submit samples of materials to be incorporated in the Work to the School District, for prior approval, in the sample number, amount, form and manner (i.e., markings, identification, and purpose) required by the School District. Sample materials are subject to inspection and testing as to their compliance with the Project Specifications. Tests on samples shall be made in accordance with the methods prescribed in the Project Specifications or by ASTM specifications, except as otherwise provided. Approval of any sample shall be only for characteristics and for the use named in such approval and for no other use. The General Service Contractor shall not use any material which material or a sample thereof has failed required tests, or does not comply with the Project Specifications, or has not been approved by the School District. All, Work, materials, supplies and equipment are subject to the School District's inspection and approval, both at the Project site and wherever it is in the course of preparation of manufacture. Any material not specified or approved by the School District that is incorporated in the Work, used or delivered to the Project site shall be immediately removed, upon the order of the School District, and replaced to the satisfaction of the School District, at the General Service Contractor's sole expense. Upon request, the General Service Contractor shall furnish samples of material even at the sacrifice or destruction of the actual Work already performed, provided that the expense involved shall fall upon the General Service Contractor if it develops that the material or Work, or both, does not conform to the Project Specifications. When special makes or grades of materials are specified or approved, such materials shall be delivered to the Project site in their original packages or cans, with seals unbroken and labels attached, and shall not be opened until inspected and approved by the School District. The General Service Contractor shall prepare and submit complete shop and erection drawings required under the Project Specifications, for approval by the School District or Project Designer, in the drawing number, format, and manner required by the Project Specifications or the School District or Project Designer. Shop drawings and erection drawings without an approval stamp of the School District shall not be permitted on the Project site. Actual fabrication or erection of the Project work shall not proceed until the shop drawings and erection drawings have received the approval of the School District or Project Designer. The General Service Contractor shall not use any drawings which do not have the stamp of approval of the School District on the Project.

2.9 **Disputes Concerning the Work.** In the event of any dispute between the General Service Contractor and the School District, or the Project Designer, or any other School District Consultant, the General Service Contractor shall, nevertheless, expeditiously proceed with the performance of the Work

2.10 **Tax Compliance.** It is the policy of the School District of Philadelphia ("School District") to ensure that firms, businesses and other legal entities receiving School District contracts are current in their payment of City of Philadelphia ("City") taxes and School District taxes or other indebtedness owed to the City or the School District, including but not limited to taxes collected by the City on behalf of the School District, at the time of contract award. Pursuant to SRC Resolution SRC-2 dated February 21, 2013, the School District's School Reform Commission ("SRC") has adopted a Tax Compliance of Vendors Policy which provides that generally, the SRC will not authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City and/or the School District at the time of contract award. The Board of Education ("Board"), the current governing body of the School District, will not authorize the award of a School District contract to a firm, business or other legal entity that is delinquent in its payment of City or School District taxes or other indebtedness owed to the City and/or the School District at the time of contract award.

2.10.1 All firms, businesses and other legal entities (hereafter called "Contractor") receiving a School District contract shall comply with all of the terms and conditions of the Tax Compliance of Vendors Policy.

2.10.2 Tax Indebtedness Representation, Warranty and Covenant.

2.10.2.1 The Contractor represents, warrants and covenants to the School District that the Contractor and any other person controlling, controlled by, or under common control with the Contractor are not currently indebted to the City or the Commonwealth of Pennsylvania for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District) for which no written settlement agreement or payment plan with the City, or the Commonwealth of Pennsylvania, as the case may be, has been executed and delivered.

2.10.2.2 The Contractor further represents, warrants and covenants to the School District that the Contractor and any other person controlling, controlled by, or under common control with the Contractor will not at any time during the term of this Contract (including any extensions or renewals thereof) be indebted to the City or the Commonwealth of Pennsylvania for or on account of any delinquent taxes (including, but not limited to, taxes collected by the City on behalf of the School District), liens, judgments, fees or other debts for which no written settlement agreement or payment plan with the City of Philadelphia, or the Commonwealth of Pennsylvania, as the case may be, has been executed and delivered.

2.10.3 Proof of Tax Compliance.

2.10.3.1 During the bidding process of any School District contract, the School District requires the Contractor to submit a City of Philadelphia Tax Clearance Certificate with its Bid as proof of tax compliance at the time of contract award.

2.10.3.2 During the duration of any School District contract, the Contractor shall provide proof of its tax compliance in the form of a “Certificate of Tax Clearance” from the City Revenue Department Tax Clearance Unit, at the School District’s written request, in the sole discretion of the School District.

2.10.4 Satisfactory Arrangement, Settlement Agreement or Payment Plan with City.

2.10.4.1 The Contractor agrees to provide written proof to the School District of any satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District taxes or other indebtedness owed to the City or the School District.

2.10.4.2 The Contractor shall continue to comply with said City satisfactory arrangement, settlement agreement or payment plan during the duration of any School District contract.

2.10.5 Agreement to Set off or Offset for Delinquent Tax or other Indebtedness.

2.10.5.1 The Contractor agrees that the School District may set off or offset the amount of any City or School District tax or taxes or other indebtedness owed to the City or the School District against any School District payment or payments due under any School District contract.

2.10.5.2 In addition to any other rights or remedies available to the School District at law or in equity, the Contractor acknowledges and agrees that the School District may set off or offset the amount of any City or School District tax or taxes or other indebtedness owed to the City or the School District against any School District payment or payments due under any School District contract if the Contractor breaches the tax indebtedness representation, warranty and covenant, and such breach is not resolved, to the School District’s satisfaction, within a reasonable time frame specified by the School District in writing.

2.10.6 Agreement to Withholding of Contract Payment.

2.10.6.1 The Contractor agrees that the School District may withhold payment or payments due to the Contractor under any School District contract if the Contractor is delinquent in its

payment of City or School District tax or taxes or other indebtedness owed to the City or the School District.

2.10.6.2 The Contractor agrees that the School District may withhold payment or payments due to the Contractor under any School District contract if the Contractor is delinquent in its payment of City or School District tax or taxes or other indebtedness owed to the City or the School District, and the Contractor has not entered into a satisfactory arrangement, settlement agreement or payment plan with the City to become compliant in the payment of City or School District tax or taxes or other indebtedness owed to the City or the School District.

2.10.6.3 The Contractor agrees that the School District may withhold payment or payments due to the Contractor under any School District contract if the Contractor is in default of any satisfactory arrangement, settlement agreement or payment plan with the City.

2.10.6.4 In addition to any other rights or remedies available to the School District at law or in equity, the Contractor acknowledges and agrees that the School District may withhold payment or payments due to the Contractor under any School District contract if the Contractor breaches the tax indebtedness representation, warranty and covenant, and such breach is not resolved, to the School District's satisfaction, within a reasonable time frame specified by the School District in writing.

2.10.6.5 The Contractor agrees that the School District may continue withholding payment or payments due to the Contractor under any School District contract until the City Revenue Department notifies the School District that the Contractor is tax compliant.

2.10.7 Good Faith Contest.

2.10.7.1 The Contractor shall be permitted to, in good faith, contest the amount of any Commonwealth of Pennsylvania, City or School District tax or taxes or other indebtedness owed to the Commonwealth of Pennsylvania, the City or the School District.

2.10.7.2 The Contractor shall diligently and expeditiously proceed to resolve the matter with the City, or the Commonwealth of Pennsylvania, as the case may be, in order to reach a satisfactory settlement agreement or payment plan with the City, or the Commonwealth of Pennsylvania, as the case may be.

2.10.7.3 The Contractor shall expeditiously pay all uncontested obligations.

2.10.8 Termination of Contract.

2.10.8.1 Termination for Convenience. The School District, at its sole discretion, may terminate any School District contract for its convenience, at any time, upon fourteen (14) days prior written notice to the Contractor of the School District's intention to terminate said contract ("Termination Notice"), and without penalty, cost or liability to the School District, provided the Contractor is:

(i) delinquent in the payment of Commonwealth of Pennsylvania, City or School District tax or taxes or other indebtedness owed to the Commonwealth of Pennsylvania, the City or the School District; and

(ii) the Contractor has not contested the amount of the Commonwealth of Pennsylvania, City or School District tax or taxes or other indebtedness owed to the Commonwealth of Pennsylvania, the City or the School District; and

(iii) the Contractor has not entered into or executed any satisfactory arrangement, settlement agreement or payment plan with the Commonwealth of Philadelphia or the City, as the case may be, to become compliant in the payment of Commonwealth of Pennsylvania, City or School District tax or taxes or other indebtedness owed to the Commonwealth of Pennsylvania, City or the School District; or

(iv) the Contractor is in default of any satisfactory arrangement, settlement agreement or payment plan with the Commonwealth of Philadelphia or the City, as the case may be, to become compliant in the payment of Commonwealth of Pennsylvania, City or School District tax or taxes or other indebtedness owed to the Commonwealth of Pennsylvania, City or the School District.

2.10.8.2 Termination for Default. The School District may terminate any School District contract for default by giving the Contractor a Termination Notice provided:

(i) the Contractor is delinquent in the payment of Commonwealth of Pennsylvania, City or School District tax or taxes or other indebtedness owed to the Commonwealth of Pennsylvania, the City or the School District; and

(ii) the Contractor has not contested the amount of the Commonwealth of Pennsylvania, City or School District tax or taxes or other indebtedness owed to the Commonwealth of Pennsylvania, the City or the School District; and

(iii) the School District has requested in writing that the Contractor enter into or execute a satisfactory arrangement, settlement agreement or payment plan with the Commonwealth of Philadelphia or the City, as the case may be, to become compliant in the payment of Commonwealth of Pennsylvania, City or School District tax or taxes or other indebtedness owed to the Commonwealth of Pennsylvania, City or the School District, and the Contractor has willfully or in bad faith refused or declined to comply with said School District request; or

(iv) the School District has requested in writing that the Contractor cure its default of any satisfactory arrangement, settlement agreement or payment plan with the Commonwealth of Philadelphia or the City, as the case may be, to become compliant in the payment of Commonwealth of Pennsylvania, City or School District tax or taxes or other indebtedness owed to the Commonwealth of Pennsylvania, City or the School District, and the Contractor has willfully or in bad faith refused or declined to comply with said School District request.

The Contractor shall be liable for all excess costs and other damages resulting from said termination for default.

3. SCHEDULE AND TIME OF COMPLETION

3.1 **Mobilization.** The General Service Contractor shall commence its Work immediately upon receipt of the verbal or written Notice to Proceed issued by the School District.

3.2 **Work Schedule.** The General Service Contractor should refer to Section 2.3 **"Summary of Work"** and Section 2.6 **"Time of Completion, Milestones, Phasing or Sequencing Requirements"** of the General Specifications for completion date and schedule information for its Work.

3.3 **Time is of the Essence.** Time is of the essence in the CIP and on the Work. The General Service Contractor shall commence its Work immediately upon Notice to Proceed and shall diligently prosecute the Work to Final Completion. The General Service Contractor shall use its best efforts to complete the Work on or ahead of the date of Final Completion. The date of Final Completion of the Work or the Project or designated portion thereof is the date determined by the School District or certified by the Project Designer when the Work or the construction is sufficiently complete, in accordance with the Contract Documents, for the use for which it is intended so the School District can fully occupy and utilize the Work or the Project or designated portion thereof for the use for which it is intended, with all of the Work's or the Project's parts and systems operable as required by the Contract Documents and where all Work is complete, accessible, operable, and usable by the School District for the School District's full use, and all incidental corrective work under "punchlists" have been finally completed.

3.4 **Time of Completion.** Upon failure by the General Service Contractor to achieve Final Completion within the time specified by the School District from the date of commencement as set forth in the Notice to Proceed, the General Service Contractor shall pay to the School District, as liquidated damages and not as a penalty, the sum per day for each consecutive calendar day of delay set forth in the list below until such time as Final Completion of the Work is achieved.

Amount of Contract	Liquidated Damages per Day
$5,000 and less	$ 20
Over $5,000 and less than $10,000	$ 40
Over $10,000 and less than $15,000	$ 60
Over $15,000 and less than $20,000	$ 75
Over $20,000 and less than $50,000	$100
Over $50,000 and less than $100,000	$150
Over $100,000 and less than $300,000	$250
Over $300,000 and less than $500,000	$300
Over $500,000 and less than $1,000,000	$400
Over $1,000,000 and less than $1,500,000	$500
Over $1,500,000 and less than $2,000,000	$600
Over $2,000,000 and less than $3,000,000	$700
Over $3,000,000 and less than $5,000,000	$800
$5,000,000 and over	$850

In addition, the General Service Contractor shall be responsible for and shall pay for the cost of completion of construction of the Work, as well as for any and all additional charges by the Project Designer and any other Consultants to the School District, relating to the General Service Contractor's failure to achieve final completion on a timely basis. The General Service Contractor and School District agree that the amounts so fixed herein as liquidated damages are reasonable forecasts of just compensation for the harm that will be caused the School District by the General Service Contractor's breach.

3.5 **Extension of Time of Completion is Sole Remedy.** Except as otherwise specifically provided under General Condition 14. **MODIFICATION OF CONTRACT DOCUMENTS**, the General Service Contractor shall not be entitled to any increase in the Contract compensation, cost or price, or any payment or compensation of any kind from the School District, Project Designer, or other School District Consultant(s) for direct, indirect, or impact damages, including but not limited to, costs of acceleration or for loss of revenue, overhead or profit, arising because of hindrance, interference, disruption, or delay from any cause whatsoever, whether such hindrance or delay be reasonable or unreasonable, foreseeable or unforeseeable, or avoidable or unavoidable. Instead, as its sole right and remedy with respect to such hindrance, interference, disruption, or delay (other than due solely to fraud or bad faith), the General Service Contractor shall be entitled to extensions in the Contract time of completion. The Contract time of completion shall be adjusted only for Changes in the Work (pursuant to General Condition 14. **MODIFICATION OF CONTRACT DOCUMENTS**), the School District's right to stop the Work (pursuant to General Condition 4. **SCHOOL DISTRICT'S RIGHTS, SERVICES AND RESPONSIBILITIES**, General Condition 15. **WORK OR PROJECT STOPPAGE, SUSPENSION OR ABANDONMENT**, and General Condition 16. **TERMINATION**), and excusable delays set forth in Subparagraph 3.5(1) herein. The General Service Contractor acknowledges and agrees that actual delays (due to said changes, suspension of Work or excusable delays) in activities which, according to the Project schedule, do not affect the Contract time of completion, or do not have any effect upon the Contract time of completion, shall not be the basis for a change therein.

(1) Subject to other provisions of this Contract, the General Service Contractor may be entitled to an extension of the Contract time of completion (but no increase in the Contract compensation, cost or price) for delays, disruptions, interferences, or hindrances arising from unforeseeable causes beyond the control and without the fault or negligence of the General Service Contractor or its Subcontractors for the following:

(a) Labor strikes or disputes (including strikes or disputes affecting transportation), that do, in fact, directly and critically affect the progress of the Work; however, an extension of the Contract time of completion on account of an individual labor strike or dispute shall not exceed the number of calendar days of said strike or dispute. In addition, an extension of the Contract time of completion shall not be allowed if a strike or dispute applies to labor or material that the General Service Contractor can obtain from other sources.

(b) Acts of God or natural disaster (e.g., tornadoes, fires, hurricanes, blizzards, earthquakes, typhoons, or floods) that damage completed Work or stored materials.

(c) The Contract time of completion shall not be extended due to normal inclement weather. The time of performance as stated in the Contract Documents includes an allowance for calendar days per month which may not be available for construction out-of-doors; for the purposes of the General Service Contract, the General Service Contractor agrees that said numbers of calendar days per month are to be considered as normal inclement weather. Unless the General Service Contractor can substantiate to the satisfaction of the School District that there was greater than normal inclement weather considering the full term of the Contract time of completion using a ten-year average of accumulated record mean values from climatological data compiled by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration for the locale of the Project and that such alleged greater than normal inclement weather actually delayed the Work or portions thereof which had an effect upon the Contract time of completion, the General Service Contractor shall not be entitled to an extension of time. If the total accumulated number of calendar days lost due to inclement weather, from the start of the Work until final completion exceeds the total accumulated number to be expected for the same period, the time for completion shall be extended by the number of calendar days needed to include the excess number of calendar days lost.

(d) Acts of war or the public enemy, acts of civil disturbance; court order, change in governmental regulation; acts of the State, Federal, or Local government in its sovereign capacity, delay or failure by third parties to provide critical goods or services that the General Service Contractor cannot obtain from other sources; and acts of another Contractor in the performance of a contract with the School District relating to the Project, which in fact directly affect progress of the Work and can be so substantiated by the General Service Contractor.

(e) Delay in obtaining Project site access due to problems or delays in the land acquisition process that are not caused by the School District.

(f) Delay in obtaining Project site access due to failure or refusal of any adjoining property owner to give necessary permission for required construction work, General Service Work or necessary entry onto adjoining property to perform required construction work or General Service Work.

(g) Delay or failure of governmental or regulatory authorities having jurisdiction over the Project and the Work to give necessary or required approvals or documents for Project site access, construction work, General Service Work, or remediation of known, unknown, differing, or unforeseen Project site conditions or environmental hazards or conditions.

In the event that the General Service Contractor requests an extension of the Contract time of completion, the General Service Contractor shall furnish such justification and supporting evidence as the School District may deem necessary for a determination as to whether the General Service Contractor is entitled to an extension of the Contract time of completion under the provisions of the General Service Contract. All requests for extensions of time shall be made in writing to the School District no more than 3 calendar days after the beginning of the delay (or disruption, hindrance, or interference, if applicable); otherwise all such requests are waived by the General Service Contractor. In the case of a continuous cause of delay (or disruption, hindrance, or interference, if applicable), only one (1) written request is necessary. The General Service Contractor shall provide an estimate of the probable effect of such delay (or disruption, hindrance, or interference, if applicable) on the progress of the Work.

4. SCHOOL DISTRICT'S RIGHTS, SERVICES AND RESPONSIBILITIES

4.1 **School District's Delegation of Authority to Consultants.** The School District has delegated or will delegate certain powers and duties in connection with the General Service Contract to the Project Designer and other School District Consultants. Within the scope of this delegation, and as may be additionally authorized in writing by the School District, the Project Designer and the other School District Consultants are authorized representatives of the School District. The Project Designer and the other School District Consultants shall have authority to enforce compliance with the Contract Documents, all as more particularly set forth herein. The Project Designer and the other School District Consultants are not authorized to change, revoke, alter, enlarge, relax or release any requirements of the General Service Contract, nor approve or accept any portion of the Work not constructed in accordance with provisions of the Contract Documents, nor issue instructions contrary to such provisions. The exercise of or failure to exercise delegated authority by the Project Designer or the other School District Consultants shall not relieve the General Service Contractor of any of his obligations under the General Service Contract.

4.1.1 Cooperation of Consultants. Although there is no formal contractual relationship between the Project Designer and the other School District Consultants, or between the Project Designer and the General Service Contractor, the Project Designer and the other School District Consultants have agreed to perform their services in full cooperation with each other.

4.1.2 Limits on Authority and Responsibility. Notwithstanding the School District's health and safety program, guidelines, procedures, and requirements, and any Project safety monitoring and oversight services of the School District, the School District is not acting in any manner so as to assume responsibility, in whole or in part, for noncompliance of the General Service Contractor or any of its Subcontractors with applicable federal, state, and local safety laws, statutes, ordinances, codes, rules, regulations, orders and decrees, including but not limited to, the Occupational Health and Safety Act (OSHA), or with safety standards and regulations established by the School District for the Project, including but not limited to the School District's health and safety program, guidelines, procedures, and requirements, or with federal, state, and local health laws, regulations and building codes, or for any accidents arising out of or in connection with safety precautions and safety programs in connection with the construction work or General Service Work on the Project which caused death, personal injury or property damage and which were caused by the General Service Contractor or any of its Subcontractors. Nothing contained in the Contract Documents, or the School District's health and safety program, guidelines, procedures, and requirements, shall be construed to mean that the School District is acting in a manner so as to assume the General Service Contractor's and its Subcontractors' responsibilities or liabilities, in whole or in part, for safety precautions and safety programs in connection with construction work or General Service Work on the Project. Nothing contained in the School District's health and safety program, guidelines, procedures, and requirements, or any contract(s) between the School District, on the one part, and the Project Designer or the other School District Consultants, on the other part, shall be construed to mean that the School District, or the Project Designer, or the other School District Consultants, are responsible for the jobsite safety of the construction means, methods, techniques, sequences, or procedures utilized by the General Service Contractor and its Subcontractors in connection with construction work or General Service Work on the Project.

4.2 **School District's Rights.** The School District and its Consultants on the Project have the right to inspect the Work of the General Service Contractor, its Subcontractors and all others acting under its direction or control, in progress at any reasonable location and at any reasonable time. The School District and its Consultants shall at all times have access to the Work whenever it is in preparation or progress. The General Service Contractor shall provide safe facilities for such access and shall make available all facilities for such inspection.

4.3 **School District's Services and Responsibilities.** The School District shall provide access to its educational facilities, during reasonable business hours or at other times as necessary, to the General Service Contractor, and furnish the personnel, materials, supplies, and equipment necessary for the General Service Contractor's performance of its Work. The School District shall furnish site surveys, reports, and legal, surface, subsurface, laboratory or environmental test information for the Project to the General Service Contractor, and the General Service Contractor shall be entitled to rely upon the

accuracy and completeness thereof. The School District shall provide special surveys, environmental studies and submissions required for approval of governmental authorities or others having jurisdiction over the Work site.

4.4 **School District Right to Award Other Contracts.** The School District reserves the right to perform work related to the Project with its own forces, and to award separate contracts in connection with additional, different or other portions of the Project or additional or other Work on the Project site under these or similar Conditions of the Contract in the event that (a) the School District determines, in its sole judgment, that it is in its own best interests to do so under the circumstances; or (b) the School District is ordered to do so by a court of competent jurisdiction.

4.5 **School District Right to Stop the Work.** The School District may order the General Service Contractor, in writing, to suspend, delay, or interrupt all or any part of the Work for such period of time as it may determine to be appropriate for the convenience of the School District. If the General Service Contractor fails to correct defective Work, or fails to carry out the Work or supply labor, material or equipment in accordance with the Contract Documents, the School District may order the General Service Contractor, in writing, to stop the Work or any portion thereof until the cause for such order has been eliminated. The right of the School District to stop the Work shall not give rise to any duty on the part of the School District to exercise this right for the benefit of the General Service Contractor or any other person or entity. This right shall be in addition to, and not in restriction of, the School District's rights to stop work under other provisions of the Contract Documents. The School District's right to stop the Work shall not relieve the General Service Contractor of any of its responsibilities, duties and obligations under the Contract Documents.

4.6 **School District Right to Carry out the Work.** If the General Service Contractor breaches, defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within 72 hours after receipt of written notice from the School District to commence and continue correction of such breach, default or neglect with diligence and promptness, the School District may make good such deficiencies, and may further elect to complete all Work thereafter through such means as the School District may select, including the use of a new or alternative contractor on a time (and overtime, if necessary) and material basis, and the School District shall back charge the General Service Contractor accordingly. The labor and material records approved by the School District for such work shall be conclusive, final and binding upon the General Service Contractor, and shall not be subject to appeal, dispute or claim. In such case, an appropriate Change Order shall be issued, deducting from the payments then or thereafter due the General Service Contractor the cost of correcting such deficiencies, including compensation for the additional services of the Project Designer and other Project Consultants of the School District made necessary by such breach, default, neglect, or failure. If the payments then or thereafter due the General Service Contractor are not sufficient to cover such amount, the General Service Contractor shall immediately pay the difference to the School District upon demand.

4.7 **School District Right to Terminate the Contract.** The School District shall have certain rights to terminate the General Service Contract with the General Service Contractor as more particularly set forth in Paragraph 5.6, **Unavailability of Funds**, and General Condition 16. **TERMINATION**.

4.8 **Use of Facilities Before Completion.** The School District, may, prior to completion of the Work, occupy portions thereof, and/or move and store furniture, equipment and materials on the premises as may be required for the operation and administration of the School District.

4.9 **Interpretation of Contract Documents.** The Interim Senior Vice President of Capital Programs or her designee, on the School District's behalf, shall decide as to the meaning and applicability of any part of the General Conditions of the General Service Contract, other Conditions of the General Service Contract, Project Specifications, other Project documents, and Contract Documents, and his decision or his designee's decision shall be binding and final.

4.10 **Quantity and Quality of Work.** The decision of the School District as to the quantity and quality of the Work shall be final.

4.11 The rights of the School District stated in this General Condition 4 shall be in addition to and not in limitation of any other rights of the School District granted in the Contract Documents or at law or in equity.

5. COMPENSATION AND PAYMENT

5.1 **Compensation.** The School District agrees to pay the General Service Contractor up to the total amount approved by the BOE as compensation for the Work performed by the General Service Contractor under the General Service Contract.

5.2 **Payment.**

5.2.1 The General Service Contractor shall submit Applications for Payment for Work performed in accordance with General Condition 5 and Section 2 – **GENERAL SPECIFICATIONS**. **It is mandatory that the General Service Contractor use and submit the particular form provided by the School District Office of Facilities Management & Services as the required Application for Payment or Invoice in order to receive payment for Work performed from the School District under the General Service Contract.** Any other Application for Payment or Invoice form submitted by the General Service Contractor for payment shall be rejected by the School District. **It is also mandatory that the General Service Contractor provide a breakdown of labor hours, materials, and markup on the first page of its Application for Payment or Invoice, and that the labor hours be billed at the contracted rates, and that the supporting backup documents for its Application for Payment or Invoice include the time sheets and actual invoice of the materials purchased in order to receive payment for Work performed from the School District under the General Service Contract. No** payment shall be made by the School District to the General Service Contractor for Work performed under the General Service Contract **until** the School District receives and approves the General Service Contractor's Application for Payment or Invoice and **all** supporting backup documents of the General Service Contractor.

5.2.2 The General Service Contractor shall comply with the following School District requirements for the Application for Payment or Invoice:

5.2.2.1 Labor hours shall be submitted with time sheets showing the name(s) of the employees, hours worked, location, and description of the Work performed at the location. The contracted hourly rate shall be used to charge for the labor hours.

5.2.2.2 The material cost shall include the proper percentage markup on materials and subcontractors approved by the School District under the General Service Contractor's Bid and General Service Contract.

5.2.2.3 Material backups, such as actual invoices of the material(s) purchased, shall be submitted as backups of its Application for Payment or Invoice. If the material used for the Project was taken out of the General Service Contractor's stock and the General Service Contractor does not have invoices as backups, then a breakdown of the actual material(s) used on the Project with their price(s) shall be submitted on the General Service Contractor's letterhead as backups.

5.2.2.4 The School District is a Sales Tax exempt entity. Therefore, sales taxes on materials shall be removed before the General Service Contractor submits its Application for Payment or Invoice to the School District for Work performed on the Project. The School District will provide its Sales Tax Exempt Certificate to the General Service Contractor upon request if needed.

5.2.2.5 The General Service Contractor shall reference the Purchase Order number and the School District's contract number and Contract name in its Application for Payment or Invoice.

5.2.3 The School District may also require the General Service Contractor to submit copies of properly completed certified payrolls in order to receive payment for Work performed under the General

Service Contract. The School District may withhold payment or decline to make payment to the General Service Contractor for Work performed under the General Service Contract if the School District cannot verify the accuracy of the information in the General Service Contractor's certified payrolls. See Paragraph 17.20 of these General Conditions.

5.2.4 Applications for Payment shall be exclusive of state or local sales, use or gross receipts taxes, and federal excise taxes. The School District's Pennsylvania Sales Tax Blanket Exemption Number is 76-51500-1; its Federal I.D. Number is 23-600-4102; and its Federal Excise Tax Number is 23-63-0021-K.

5.2.5 No payment shall be due to the General Service Contractor before the School District's receipt and approval of a properly itemized Application for Payment from the General Service Contractor. The General Service Contractor shall provide its Federal Tax Identification Number to the School District at the time of its submission of its first Application for Payment.

5.2.6 All amounts paid shall be subject to audit by the School District pursuant to Paragraph 5.12, and all Applications for Payment must be approved by the School District's Accounting Services or Auditing Services Offices as a condition of payment.

5.2.7 Neither the School District nor any of its Consultants shall have any obligation to pay or to see to the payment of any monies to any Subcontractor of the General Service Contractor, except as may otherwise be required by law. No Application for Payment, nor any progress payment, nor any partial or entire use or occupancy of the Project by the School District, shall constitute an acceptance of any Work which is not in accordance with the Contract Documents.

5.2.8 Applications for payment shall not include requests for payment on account of changes in the Work that have been approved by the School District, but have not yet been included in a Change Order approved by the BOE. Applications for payment shall not include "extra work", "additional work" or "changed work" of the General Service Contractor, Subcontractors, or Sub-subcontractors that has not been approved by the School District and included in a Change Order approved by the BOE. Applications for payment shall not include damages, costs, fees, and expenses of the General Service Contractor, Subcontractors, or Sub-subcontractors that have not been approved by the School District for payment and included in a Change Order approved by the BOE.

5.3 **Withholding of Payments.** Notwithstanding any other payment terms or conditions to the contrary, the School District reserves the right to withhold promised payments for the General Service Contractor's substantial failure to perform as agreed. The School District may withhold, or on account of subsequently discovered evidence, nullify, the whole or any part of any payment to the General Service Contractor to such extent as may be necessary to protect the School District from loss on account of: (1) delay beyond the times set forth in the General Service Contract; (2) defective or damaged Work not remedied; (3) claims filed or reasonable evidence indicating possible filing of claims; (4) damage to other Contractors; (5) failure to make payments properly to Subcontractors for material, supplies, equipment, services or labor; (6) evidence of financial difficulty or prospective dissolution of the General Service Contractor or its inability to perform the Contract fully; (7) a reasonable doubt that the Contract can be completed for the balance of the monies then unpaid; (8) failure of the General Service Contractor to perform any other obligations of the Contract; or (9) any other valid claim for compensation not hereinbefore defined. When the grounds for withholding or nullifying a payment have been removed, payment shall be made to the General Service Contractor. However, before withholding payment under this General Service Contract, the School District shall notify the General Service Contractor in writing of such failure and grant the General Service Contractor the opportunity to remedy same within a specified time period of said written notice. The School District may extend such remedial period, at its sole discretion, if there is evidence of the General Service Contractor's good faith effort to remedy the failure. The School District will pay pro rata for the General Service Contractor's partial performance, provided such performance is acceptable to the School District and is rendered satisfactorily.

5.4 **Release of Claims and Liens.** Neither final payment nor the remaining retained percentage shall become due until the Work is free and clear of any and all liens and the General Service Contractor

submits to the School District, in form and substance satisfactory to the School District: (1) an affidavit that all payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the School District or its property might in any way be responsible, have been paid or otherwise satisfied; (2) consent of surety, if any, for final payment; (3) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 calendar days' prior written notice has been given to the School District through its Risk Manager; (4) a written statement that the General Service Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Contract Documents; (5) General Service Contractor's sworn statement duly executed and acknowledged showing all subcontractors to be fully paid; (6) if required by the School District or Project Designer, other data establishing payment or satisfaction of all such obligations, such as receipts, releases, and waivers of liens arising out of the Contract, to the extent and in such form as may be designated by the School District or Project Designer; and (7) all assignable warranties and guarantees, as-built drawings, and operations and maintenance manuals for the Project as completed. If any Subcontractor or Sub-subcontractor refuses to furnish a release or waiver required by the School District, the General Service Contractor shall furnish a bond satisfactory to the School District to indemnify the School District against any loss, as a condition to final payment. If any such lien or claim remains unsatisfied after all payments are made, the General Service Contractor shall promptly pay to the School District all monies that the School District may be compelled to pay in discharging such lien or claim, including all costs and attorneys' fees. The School District may withhold from final payment any sum that the School District has reason to believe may be needed to satisfy any lien, claim, or threat of lien arising out of the Work. The School District may deduct from final payment an amount equal to any costs, expenses, and attorneys' fees incurred by the School District in removing or discharging any liens arising out of the Work.

5.5 **Non-Authorization of Funds.** The General Service Contractor acknowledges that payments under the General Service Contract may not exceed the amount that the School District's Auditing Services Office certifies as available for the General Service Contract. During the term of the General Service Contract, the School District reserves the right to fund the balance of the Compensation in varying amounts from time to time as funds become available, not to exceed in total the maximum amount stated in the General Service Contract. The General Service Contractor agrees that the School District shall not be obligated to fund the General Service Contract except out of funds certified by the School District's Auditing Services Office as currently available, even if those funds are less than the maximum amount stated in the General Service Contract. If at any time sufficient funds are not certified as available, the School District may, at its sole discretion, exercise its options described in Paragraph 5.6.

5.6 **Unavailability of Funds.** In the event the School District, in its sole determination, does not or cannot obtain or continue funding for the General Service Contract from any source or sources at an aggregate level sufficient to allow for payment for the Work required under the General Service Contract, the School District may, in its sole discretion, exercise one of the following alternatives: (a) Terminate the General Service Contract effective upon a date specified in a Termination Notice pursuant to General Condition 16. **TERMINATION**; or (b) Continue the General Service Contract by reducing, through written notice to the General Service Contractor, the amount of the General Service Contract and the scope of the Work, consistent with the nature, amount, and circumstances of loss of funding. Any termination or reduction of the General Service Contract pursuant to this Paragraph 5.6 shall not affect any obligations or liabilities of either party accruing prior to such termination or reduction. The School District shall not face any liability or penalty as a result of such termination or reduction of the General Service Contract.

5.7 **Crossing Fiscal Years.** If the School District will pay any portion of the compensation set forth in the General Service Contract in any School District fiscal year subsequent to the current fiscal year (the School District's fiscal year runs July 1 – June 30), the portion of the compensation that may accrue hereunder in a subsequent fiscal year remains subject to legally mandated budget authorization by the Board of Education of the School District, under Applicable Law. If for any reason funds for that portion of the compensation that may accrue hereunder in a subsequent fiscal year are not continued in any subsequent School District fiscal year, the General Service Contract and the School District's liability under the General Service Contract shall automatically terminate at the end of the fiscal year for which

the Board of Education has authorized funds.

5.8 **Retainage.** The School District shall have the right to retain five percent (5%) of the amount of each Application for Payment until the final inspection and acceptance of the Work of the General Service Contractor on the Project. The School District of Philadelphia is a "first class school district" under the Pennsylvania Intergovernmental Cooperation Authority Act for Cities of the First Class (known as "PICA Act"), Act of June 5, 1991, P.L. 9, No. 6 (53 P.S. §12720.104), and therefore the following provisions of the Commonwealth Procurement Code, Part II. General Procurement Provisions, Chapter 39. Contracts for Public Works, (62 Pa.C.S.A. §§3938(b)(2)&(4)), do not apply to the School District of Philadelphia: (1) Subchapter C. Retainage, §3921. Retainage; (2) Subchapter C. Retainage, §3922. Payment of retainage to subcontractors; and (3) Subchapter E. Substantial/Final Payment, §3941. Substantial/final payment under contract. The School District may (at its sole discretion) decline to release any five percent (5%) retainage set forth in Paragraph 5.8, or subsequent to the release of any five percent (5%) retainage set forth in Paragraph 5.8, reinstitute the full five percent (5%) retainage if it is determined that the General Service Contractor is behind schedule, or is not prosecuting the Work with its best possible efforts, or is not strictly adhering to directives issued by the School District or its Consultants.

5.9 **Mechanics' Liens Prohibited; Filing of Payment Bond Claims Not Available Remedy.** The Mechanics' Lien Law, Act of August 24, 1963, P.L. 1175, No. 497 (49 P.S. §1101 et seq.) prohibits the filing of mechanics' liens on School District real property, construction or General Service Work projects. The Pennsylvania Public Works Contractors' Bond Law, 8 P.S. §191, et seq., requires performance and payment bonds **only** for construction, reconstruction, alteration or repair of school buildings or facilities. Therefore, filing of payment bond claims for School District General Service Work is not an available remedy.

5.10 **Non-Applicability of Pennsylvania Prompt Payment Acts.** The School District of Philadelphia is a "first class school district" under the Pennsylvania Intergovernmental Cooperation Authority Act for Cities of the First Class (known as "PICA Act"), Act of June 5, 1991, P.L. 9, No. 6 (53 P.S. §12720.104), and therefore the prompt payment provisions of the Award and Execution of Public Contracts Law, Act of December 12, 1994, P.L. 1042, No. 142 (73 P.S. §§1626.8(c)(2)&(4)) (repealed), and the prompt payment provisions of the Commonwealth Procurement Code, General Procurement Provisions, Act of May 15, 1998, P.L. 358, No. 57 (62 Pa.C.S.A. §§3938(b)(2)&(4)), do not apply to the School District of Philadelphia and its construction and General Service Work contracts. The School District of Philadelphia has no obligations to make progress payments, final payments, retainage payments, or any other type of payment, within the time periods set forth in the Award and Execution of Public Contracts Law (repealed) or the Commonwealth Procurement Code, General Procurement Provisions, and to pay interest, penalties, attorneys' fees, costs, and expenses to the General Service Contractor or any of its Subcontractors under the Award and Execution of Public Contracts Law (repealed) or the Commonwealth Procurement Code, General Procurement Provisions. Contractors, Subcontractors, and suppliers cannot make, assert or file a claim, cause of action or lawsuit against the School District of Philadelphia for violation of the prompt payment provisions of the Award and Execution of Public Contracts Law (repealed), or the prompt payment provisions of the Commonwealth Procurement Code, General Procurement Provisions. The School District of Philadelphia is also a "school district" and a "political subdivision" of the Commonwealth of Pennsylvania, and therefore the Contractor and Subcontractor Payment Act, Act of February 17, 1994, P.L. 73, No. 7 (73 P.S. §501 et seq.), does not apply to the School District of Philadelphia and its construction and General Service Work contracts. The School District of Philadelphia has no obligations to make progress payments, final payments, retainage payments, or any other type of payment, within the time periods set forth in the Contractor and Subcontractor Payment Act, and to pay interest, penalties, attorneys' fees, costs, and expenses to the General Service Contractor or any of its Subcontractors under the Contractor and Subcontractor Payment Act. Contractors, Subcontractors, and suppliers cannot make, assert or file a claim, cause of action or lawsuit against the School District of Philadelphia for violation of the Contractor and Subcontractor Payment Act.

5.11 **Final Payment.** The making of final payment shall not be deemed to operate as a release by the School District of any claims against the General Service Contractor for: (1) unsettled liens and claims against the School District or its Consultants, or their employees, agents or representatives; (2) faulty or

defective Work; (3) failure of the Work to comply with the requirements of the Contract Documents; (4) any warranties contained in or required by the Contract Documents; (5) damages incurred by the School District resulting from lawsuits brought against the School District or its Consultants, or their agents, employees, or representatives because of failures or actions on the part of the General Service Contractor, its Subcontractors, Sub-subcontractors, or any of their employees, agents, or representatives; or (6) responsibilities that survive final payment as noted elsewhere in the Contract Documents. The acceptance of final payment shall constitute a waiver of all claims by the General Service Contractor against the School District or its Consultants. Warranties required by the Contract Documents shall commence on the date of final acceptance of the Work, unless otherwise provided in the Contract Documents.

5.12 **Audits; Records and Payments; Inspectors General.**

5.12.1 Audits. From time to time during the Term and for a period of six (6) years after the expiration or termination of this General Service Contract (*see,* 24 Pa. Stat. § 5-518), the School District; the Controller of the City; the Commonwealth, including without limitation its Auditor General and the Pennsylvania Department of Education, or a department, agency or instrumentality of the United States of America, if the School District funds this General Service Contract with federal funds, or any of their authorized representatives (each, for the purposes of this Section, an "Auditor") may audit any and all aspects of the General Service Contractor's performance under this General Service Contract, including but not limited to its billings, invoices, and payments received.

5.12.2 Inspection. If requested by an Auditor or the School District, the General Service Contractor shall submit to the Auditor and the School District, for review or inspection, all invoices presented for payment pursuant to this General Service Contract, all canceled checks, materials, invoices, vouchers, reports, work product, work papers, books, records and accounts upon which the invoices are based, and any and all documentation and justification in support of expenditures or fees incurred pursuant to this General Service Contract. The General Service Contractor acknowledges and agrees that any Auditor may inspect or review all of its Work, materials, and all of its sites, locations and facilities related to its performance under this General Service Contract. Inspection and review of Work and materials shall take place at the offices of the General Service Contractor in the City, or in another location with the Auditor's consent. The General Service Contractor shall cooperate with all School District, City, Commonwealth and federal inspections and reviews conducted in accordance with the provisions of this General Service Contract. The scope of such inspection and review of the Work, materials, and sites, locations and facilities lies in the sole discretion of the Auditor. Such inspection or review may include, without limitation, meetings with persons receiving services under this General Service Contract, review of staffing ratios and job descriptions, and meetings with any of the General Service Contractor's staff members who either directly or indirectly participate or participated in carrying out any of the Work, including preparing, delivering or installing any Materials.

5.12.3 Retention and Availability of Records. The General Service Contractor shall retain all records, books of account and documentation pertaining to this Contract for the greater of (i) the period required by Applicable Law, or (ii) six (6) years following expiration or termination of this General Service Contract; provided that if any litigation, claim or audit commences prior to expiration of said six (6) year period, then the General Service Contractor shall retain the records until all litigation, claims or audit findings have been completely terminated or resolved without right of further appeal. The General Service Contractor shall make available, at the General Service Contractor's office in the City or another Contractor office in reasonable proximity to the City, at reasonable times during the duration of the Project and for the period set forth in this Paragraph 5.12.3, all records pertaining to this General Service Contract for the purpose of inspection, audit or reproduction by any Auditor. The General Service Contractor shall provide such records without unreasonable delay when requested by an Auditor.

5.12.4 Inspector General; Inspectors General. The School District's Inspector General shall enjoy all the rights, powers, and privileges of an Auditor under this General Service Contract and any and all additional rights, powers, and privileges as provided by Applicable Law and by delegation from the Board of Education or other duly constituted authority having jurisdiction, *e.g.*, a commission. The General Service Contractor shall cooperate and comply with any audit or investigation by the School

District's Inspector General, or by any City, Commonwealth or federal inspector general having jurisdiction, and any joint investigation. The General Service Contractor and his partners, members, shareholders, directors, officers, employees, agents, contractors and Subcontractors shall cooperate fully with the School District's Inspector General by providing true, correct and complete information and records, as well as all necessary or appropriate assistance in any matter investigated by the Inspector General. In any investigation the School District's Inspector General shall have and enjoy complete and unimpeded access to all papers, workpapers, books, records, documents, information, personnel, processes, *e.g.*, meetings, data, computer hard drives and networks, e-mail, text or instant messages, facilities and other assets owned, leased, licensed or used by or for the School District, including but not limited to information regarding the General Service Contractor or other School District contractors, or any other Person involved in any way with the School District, as deemed necessary in performing investigative or audit activities pertaining in any way to the business, operations or public functions of the School District or the Board of Education, and in the custody of the General Service Contractor or any Subcontractor.

5.12.5 The term "Materials" in this Paragraph 5.12 means any and any and all reports, records, documents, documentation, information, supplies, plans, original drawings, specifications, computations, sketches, renderings, arrangements, videos, pamphlets, advertisements, statistics and other data, computer tapes, computer programs, software, and other tangible work product, materials or goods prepared, supplied or developed by the General Service Contractor as part of or in connection with the Work, or for the General Service Contractor by a Subcontractor in connection with the Work, and deliverable or delivered to the School District by the General Service Contractor or its Subcontractor pursuant to this General Service Contract.

5.13. **Modifications: Grant Contracts; Grant Funding.**

5.13.1 After the School District's and the General Service Contractor's execution of this General Service Contract, the School District and the General Service Contractor acknowledge and agree that (i) the School District may receive a Grant from any source, including the United States of America ("Federal Grant"), the Commonwealth of Pennsylvania ("State Grant"), the City of Philadelphia ("City Grant"), including any department or agency or authority thereof, or from any private charity or corporation that governs the Work under this General Service Contract, and (ii) the School District may elect, in its sole discretion, to use funds from a Federal Grant, State Grant, City Grant or a Grant from a private charity or corporation to pay for the Work of the General Service Contractor under this General Service Contract. If the School District pays for any of the Work of the General Service Contractor under this General Service Contract with funds received by the School District as a Grant, or on any other terms, from any source, including the United States of America, the Commonwealth of Pennsylvania, the City of Philadelphia, including any department or agency or authority thereof, or from any private charity or corporation, then the General Service Contractor shall comply with the terms of the applicable Grant Contract. The School District shall give the General Service Contractor a copy of the Grant on request by the General Service Contractor.

5.13.2 Federal Grant; State Grant. In addition to any terms of the applicable Federal Grant or State Grant, the General Service Contractor shall comply with the provisions set forth in Subparagraphs 5.13.2.1 and 5.13.2.2 below if the School District uses funds from a Federal Grant or a State Grant to pay for Work of the General Service Contractor under this General Service Contract.

5.13.2.1 Contractor Requirements. The General Service Contractor shall abide by the Federal Grant-Funded Agreements Contractor Requirements and/or Pennsylvania Department of Education Contractor Requirements (collectively the "Contractor Requirements"), as applicable, which are available at **https://www.philasd.org/generalcounsel/forms/** and hereby incorporated into and made a part of the General Service Contract to the same extent as if it were attached hereto. The School District reserves the right, in its sole discretion, to update these requirements, from time to time, without notice provided to the General Service Contractor, whenever the federal government or the Commonwealth of Pennsylvania modify the Contractor Requirements. The School District and the General Service Contractor, by execution of the General Service Contract, acknowledge their consent to the incorporation of the Contractor Requirements into the General Service Contract.

5.13.2.2 Federal Programs; Federal Funding. The General Service Contractor acknowledges and agrees that the School District makes payment of the Compensation under this General Service Contract to the General Service Contractor with federal funds. Accordingly, the General Service Contractor acknowledges and agrees that it constitutes a contractor for federal program purposes, as provided in applicable federal program rules and regulations. As provided in Section 5, payments to and performance by the General Service Contract remain subject to audit by local and federal auditors.

5.13.3 Execution of Written Amendment to the Contract. After the School District's and the General Service Contractor's execution of this General Service Contract, the source of the Grant, including the United States of America, the Commonwealth of Pennsylvania, the City of Philadelphia, including any department or agency or authority thereof, or any private charity or corporation, may require the School District and the General Service Contractor to agree to comply with, observe and perform certain terms, conditions, covenants, agreements, obligations and provisions of the applicable Grant Contract on the Project, and to include these terms, conditions, covenants, agreements, obligations and provisions in their General Service Contract on the Project. If the source of the Grant, including the United States of America, the Commonwealth of Pennsylvania, the City of Philadelphia, including any department or agency or authority thereof, or any private charity or corporation, requires the School District and the General Service Contractor to agree to comply with, observe and perform certain terms, conditions, covenants, agreements, obligations and provisions of the applicable Grant Contract on the Project, and to include these terms, conditions, covenants, agreements, obligations and provisions in their General Service Contract on the Project, then the School District and the General Service Contractor shall execute a written Amendment to the General Service Contract that sets forth the required terms, conditions, covenants, agreements, obligations and provisions of the applicable Grant Contract on the Project, and indicates their agreement to comply with these required terms, conditions, covenants, agreements, obligations and provisions of the applicable Grant Contract on the Project.

5.13.4 Audits: Access: Inspection. In supplementation and not in limitation of any other right of audit, access or inspection (see Paragraph 5.12 **Audits; Records and Payments; Inspectors General**), the General Service Contractor shall permit access by the School District, the Commonwealth of Pennsylvania, the United States Department of Education, Inspectors General, the Comptroller General of the United States of America, or any of their authorized representatives, to any documents, papers, or other records which are pertinent to the General Service Contract in order to make audits, examinations, excerpts, and transcripts.

5.13.5 Compliance with Grant. If the School District pays for all or any portion of the Work with funds received by the School District as grants or under any other terms and conditions from any source, including the United States of America, the Commonwealth of Pennsylvania, the City of Philadelphia, or any department or agency of said governments, or from any public or private charitable trust or corporation, then the General Service Contractor shall comply with the terms of the applicable grant agreement, contract, or trust indenture, as the case may be, in carrying out the Work, and the School District shall comply with the terms of said grant agreement, contract, or trust indenture, as the case may be, in making any payment or payments hereunder to the General Service Contractor. The General Service Contractor shall not take any action or omit to act if such act or omission would cause a breach or default under any such grant agreement, contract, or trust indenture.

5.13.6 Timely Submission of Invoices. If the School District pays any of the Compensation from federal government or Commonwealth of Pennsylvania grant funds, the General Service Contractor shall bill the School District for any outstanding Compensation owed to the General Service Contractor within ten (10) business days after the date of the Final Completion of the Project (see Section 3. **SCHEDULE AND TIME OF COMPLETION**, and Section 2.6 **"Time of Completion, Milestones, Phasing or Sequencing Requirements"**). In the event the General Service Contractor does not bill the School District for the balance of any Compensation within said ten (10) business day period, the School District reserves the right to withhold payment of the balance of the Compensation to the General Service Contractor based upon the loss of federal government or Commonwealth of Pennsylvania funds caused by the General Service Contractor's delay, in which event the School District shall have no liability to the

General Service Contractor for said balance of the Compensation.

5.14 **Assignment of School District's Rights to File Direct Claims against the General Service Contractor.** The General Service Contractor agrees that in no event shall the School District be liable to the School District's Consultants or to any other separate contractor on the Project for payment of compensation for additional services or work on the Project, or for any direct, indirect or impact damages, including but not limited to costs of acceleration, or for loss of revenue, overhead or profit, or for any delay damages, costs or expenses, including but not limited to attorneys' fees, court costs and legal expenses of whatever kind or nature, of the School District's Consultants or any other separate contractor, that are caused by or attributed to the fault, negligence, breach of contract, or willful act or omission of the General Service Contractor or any of its Subcontractors on the Project, or the delay, disruption, interference or hindrance of the General Service Contractor or any of its Subcontractors in Work on the Project. Under their respective written contracts with the School District, the School District has assigned to the School District Consultants on the Project its rights under the General Service Contract to make, assert, file or bring direct claims, actions, causes of action or lawsuits against the General Service Contractor or any of its Subcontractors for additional compensation due to the School District Consultants on the Project for the School District Consultant's additional services that are caused by or attributed to the fault, negligence, breach of contract, or willful act or omission of the General Service Contractor or any of its Subcontractors on the Project, or the delay, disruption, interference or hindrance of the General Service Contractor or any of its Subcontractors in Work on the Project. For ***the sole and only purposes*** of making, asserting, filing or bringing direct claims, actions, causes of actions or lawsuits against the General Service Contractor or any of its Subcontractors, the General Service Contractor acknowledges and agrees that the School District has **assigned** to its Consultants on the Project the School District's right under the General Service Contract to make, assert, file or bring **direct** claims, actions, causes of action or lawsuits against the General Service Contractor or any of its Subcontractors for any additional compensation, damages, losses, costs and expenses of the School District's Consultants on the Project that are caused by or attributed to the fault, negligence, breach of contract, or willful act or omission of the General Service Contractor or any of its Subcontractors on the Project, or the delay, disruption, interference or hindrance of the General Service Contractor or any of its Subcontractors in Work on the Project. The General Service Contractor further acknowledges and agrees that the School District's Consultants on the Project shall be entitled to make, assert, file or bring a ***direct*** claim, action, cause of action or lawsuit against the General Service Contractor or any of its Subcontractors, ***as an assignee of the School District***, pursuant to this Paragraph 5.14, with respect to any direct, indirect or impact damages, including but not limited to costs of acceleration or for loss of revenue, overhead or profit, or for any delay damages, costs or expenses, including but not limited to attorneys' fees, court costs and legal expenses of whatever kind or nature, that are caused by or attributed to the fault, negligence, breach of contract, or willful act or omission of the General Service Contractor or any of its Subcontractors on the Project, or the delay, disruption, interference or hindrance of the General Service Contractor or any of its Subcontractors in Work on the Project.

6. SUBCONTRACTORS

6.1 The School District shall consent to subcontracting only with responsible vendors. A responsible vendor is a vendor that has the financial responsibility, integrity, experience in the industry, efficiency, promptness, faithfulness, and apparent ability and capacity to successfully perform the Work of the General Service Contract on the Project according to its terms, requirements, plans, and specifications. The School District, in its sound discretion and own best interest, shall determine the responsibility of a vendor proposed as a Subcontractor for any Work on the Project. The School District may debar, suspend or disqualify a vendor from being proposed as a Subcontractor or being used as a Subcontractor or receiving a Subcontract for any Work on the Project under Board Policy No. 610.1 entitled "Termination of Contracts and Disqualification, Suspension or Debarment of Vendors". Board Policy No. 610.1 and the Administrative Procedures for Board Policy No. 610.1 are available on the Board's website at https://www.philasd.org/schoolboard/policies/ and incorporated by reference and made a part of the General Service Contract to the same extent as if they were attached hereto. Hard copies of the Board Policy and Administrative Procedures will be provided upon request. The General Service Contractor is prohibited from proposing as a Subcontractor, or using as a Subcontractor, or entering into a Subcontract

with, any vendor that has been debarred, suspended or disqualified from contracting or subcontracting by any federal, state or local governmental entity, including the School District.

6.2 The General Service Contractor shall submit, on forms provided by the School District, the names and addresses of all proposed Subcontractors, testing laboratories and manufacturing sources of materials to be incorporated into or used on the Project. The General Service Contractor shall submit full and detailed information as to the responsibility of proposed Subcontractors and suppliers, the qualifications of proposed testing laboratories, and the quality of proposed materials to be incorporated into or used on the Project, that is requested by the School District, in compliance with the School District's procedures for determining the qualification of subcontractors and suppliers as responsible vendors for School District subcontract work. These forms shall be properly completed and, together with required full and detailed information about the responsibility of proposed Subcontractors and suppliers, the qualifications of proposed testing laboratories, and the quality of proposed materials to be incorporated into or used on the Project, shall be submitted to the School District within thirty (30) calendar days of receipt by the General Service Contractor of the executed School District/Contractor Agreement. The General Service Contractor understands and agrees that no contractual agreement exists for any part of the Work under this General Service Contract between the School District and any of the General Service Contractor's Subcontractors or Sub-subcontractors. Further, the General Service Contractor understands and agrees that he alone is responsible to the School District for all of the Work under this General Service Contract, and that any review or approval of Subcontractors or Sub-subcontractors by the School District will in no way make the School District responsible to any Subcontractor or Sub-subcontractor nor for the actions or failures of any of them. The School District's approval of any Subcontractor or Sub-subcontractor shall not create any obligation of the School District to any Subcontractor or Sub-subcontractor or in any way relieve the General Service Contractor of his responsibility for the performance of his Subcontractors and Sub-subcontractors. In the event of non-performance of Work by a Subcontractor or Sub-subcontractor, the General Service Contractor shall be responsible to perform the Work, on-time and on-budget. All terms and conditions under the Contract Documents applying to the General Service Contractor shall apply equally to his Subcontractors and Sub-subcontractors. The General Service Contractor shall be fully responsible and liable for the performance of all Work on the Project, on-time and on-budget, required under this General Service Contract in accordance with the Contract Documents, whether performed by the General Service Contractor's own personnel, by Subcontractors of the General Service Contractor, or by Sub-subcontractors of the Subcontractors.

6.3 The General Service Contractor shall not subcontract any Work hereunder without the School District's prior written consent, other than to the Subcontractors which have been approved in advance by the School District, nor permit any of its Subcontractors to do so. If the General Service Contractor subcontracts any Work hereunder without the School District's prior written consent, said subcontracting shall be deemed a material breach of this General Service Contract, thereby giving the School District the right to immediately terminate this General Service Contract with no further obligation whatsoever on the part of the School District.

6.4 All Subcontracts between the General Service Contractor and its Subcontractors must be in writing, and shall include at least a detailed description of the Work to be performed, and the agreed-upon compensation schedule. All terms and conditions under this General Service Contract applying to the General Service Contractor shall apply equally to its Subcontractors. The General Service Contractor agrees that all Subcontracts made pursuant to this General Service Contract shall be made expressly subject to all of the terms and conditions of this General Service Contract. The General Service Contractor shall be as fully responsible for the acts and omissions of its Subcontractors and manufacturers and for everyone, either directly or indirectly employed by them, as it shall be for the acts and omissions of persons directly employed by it.

6.5 Subcontractors and suppliers shall look only to the General Service Contractor for payment, satisfaction, or legal redress in the event of any dispute arising out of the Contract Documents, and hereby waive any claim or cause of action against the School District arising out of a Subcontract or other transaction with the General Service Contractor. Neither the General Service Contractor, nor its Subcontractors, nor any person or entity employed by any of them, shall have any right or claim against

the School District for any costs or damages arising from their performance of any of the Work, or for any monies due and owing to the General Service Contractor, for the performance of any of the Work on the Project. Subcontractors and suppliers also hereby waive any rights they may have in connection with the Work to file any liens, mechanics or otherwise. The General Service Contractor shall incorporate these requirements in all Subcontracts with Subcontractors.

6.6 **Disputes Concerning the Work.** In the event of any dispute between the Subcontractor and the General Service Contractor, the Subcontractor shall, nevertheless, expeditiously proceed with the performance of the Work. In the event of any dispute between the Subcontractor and the School District, or the Project Designer, or any other School District Consultant, the Subcontractor shall, nevertheless, expeditiously proceed with the performance of the Work.

7. OTHER CONTRACTS AND CONTRACTORS

7.1 **Intended Third-Party Beneficiary.** Both the School District and each separate Contractor to each separate Contract awarded work on the Project agree and intend that each separate Contractor to each separate Contract awarded work on the Project shall be an ***intended third party beneficiary*** of all of the other separate Contracts awarded work on the Project for the ***sole and only purposes*** of asserting rights, or making claims, or filing claims, causes of actions, actions, or suits against the other separate Contractors under General Condition 7. **OTHER CONTRACTS AND CONTRACTORS**, and that each separate Contractor shall be entitled to enforce all of the other separate Contracts for its own benefit for said ***sole and only purposes***, and that each separate Contractor shall be entitled to directly sue the other separate Contractors based on a third party beneficiary theory for said ***sole and only purposes***.

7.2 **Liability for Delays, Interferences, and Disruptions.** In case the Contractor, by his own acts or the acts of any person or persons in his employ, shall unnecessarily delay, interfere with, or disrupt the Work of the School District or other Contractors, by not properly cooperating with them or by not affording them sufficient opportunity or facility to perform Work as may be specified, the Contractor shall, in that case, pay all costs and expenses incurred by such parties due to any such delays, interferences, or disruptions, and he hereby authorizes the School District to deduct the amount of such costs and expenses from any monies due or to become due the Contractor under this Contract, based on the investigations and recommendations of the Project Designer or any other School District Consultant. Nothing contained in this Paragraph 7.2 shall, however, relieve said Contractor from any liability or damage resulting to the School District on account of such delay or delays, or disruption or disruptions, or interference or interferences.

7.3 **Liability for Damages, Losses, Injuries, Delays, Interferences, and Disruptions.** It shall be the affirmative duty of the Contractor to cooperate and coordinate the scheduling and progress of his Work with that of all other Contractors. Under no circumstances shall the School District be liable for damages for delays, interferences, or disruptions caused by the acts or omissions of another Contractor, or for damages, costs, losses or expenses incurred by a Contractor that are caused by the acts or omissions of another Contractor. In the event that any other Contractor performing work should hinder, delay, interfere with, disrupt, or damage the Contractor's Work or should otherwise cause loss or injury to the Contractor, Contractor agrees that he shall look solely to such Contractor for relief therefor. Neither the School District, nor Project Designer, nor other School District Consultant(s) shall be responsible for any such hindrance, delay, interference, disruption, damage, loss or injury, and the Contractor shall, in no event, attempt to hold the School District, or Project Designer, or other School District Consultant(s) liable for the costs thereof. The Contractor shall not make any claim for adjustment of the Contract compensation, price or cost, equitable or otherwise, against the School District based on any of the foregoing. Similarly, the Contractor agrees that he will be responsible to any other Contractor performing work related to the Project for any loss, injury, damage, interference, disruption, or delay, including acceleration costs incurred as a result of delay, interference, or disruption caused by the Contractor. The Contractor shall indemnify and hold harmless the School District, Project Designer and other School District Consultant(s) from and against any claim brought against them by another Contractor, including costs, expenses and attorneys' fees incurred by any of them, as a result of the Contractor's alleged acts or omissions.

7.4 **Agreements to Settle and Indemnify.** If, through the acts or omissions of the Contractor, any other Contractor or any Subcontractor shall suffer loss or damage to the Work, the Contractor agrees to settle with such other Contractor or Subcontractor by agreement if such other Contractor or Subcontractor will so settle. If such other Contractor or Subcontractor shall assert any claim or bring any action against the School District, Project Designer, or other School District Project Consultant(s) on account of any damage alleged to have been sustained, the School District, Project Designer, or other School District Consultant(s), as the case may be, shall notify the Contractor, who shall indemnify and hold harmless the School District, Project Designer, and/or other School District Consultant(s) and pay and satisfy any judgement or award entered against the School District, Project Designer, and/or other School District Consultant(s) in any such action and shall pay all costs and expenses, legal and otherwise, incurred by the School District, Project Designer, and/or other School District Consultant(s) therein or thereby.

7.5 In the event there is more than one Contractor engaged on the Project, each such Contractor shall be responsible to the other for damages to work, injury to any person or persons, or for any losses, costs, claims, or damages arising out of or in connection with the Work required by this Contract or any losses, costs, expenses, or damages caused by the Contractor's neglect or failure to finish or satisfactorily complete his part of the Work within the time prescribed. In all events, the provisions of General Condition 11. **INDEMNIFICATION** shall be applicable.

8. CONTRACT ADMINISTRATORS

8.1 The General Service Contractor and the School District shall each designate a qualified Contract Administrator prior to the General Service Contractor's commencement of the Work. The Contract Administrators shall be in charge of the work covered by the General Service Contract and the principal points of contact with respect to administration of the General Service Contract and the parties' overall relationship, and resolution of disputes arising hereunder. Either party may designate a successor Contract Administrator at any time by giving notice to the other party.

9. EMPLOYMENT PRACTICES

9.1 **Non-Discrimination and Compliance with Business Diversity Policies; MWBE Commitments and Requirements.**

9.1.1 The General Service Contractor, for himself, his directors, officers, agents, employees and Subcontractors, covenants and agrees that he shall not discriminate against or intimidate any employee or other Person on account of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status. The School District operates as an equal opportunity employer under Applicable Law; the General Service Contractor shall likewise operate in all respects as an equal opportunity employer under Applicable Law. The School District shall not do business with any Person that unlawfully discriminates on the basis of age, race, color, sex, sexual orientation, handicap, disability, religious creed, ancestry, national origin, gender identity, marital status, genetic information, or Vietnam-era or any other veteran status, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. The General Service Contractor shall include the first three sentences of this Paragraph, with appropriate adjustments for the identity of the parties, in any Subcontracts that he executes and delivers. If the School District has selected the General Service Contractor pursuant to a public solicitation or through a Bid or comparable process and the General Service Contractor submitted a plan describing the participation of minority-owned, women-owned or disadvantaged businesses as part of the solicitation or the Bid, then the General Service Contractor shall comply with his Participation Plan, as set forth in this General Service Contract.

9.1.2 The Board of Education has adopted a diversity policy, Policy 612: Business Diversity in the Procurement of Materials and Contracted Services ("Diversity Policy"), which relates to the solicitation and participation of Certified Minority-Owned Business Enterprises, Certified Women-Owned Business

Enterprises (collectively "M/WBE"), and other Certified diverse, small, or disadvantaged businesses in School District procurements and contracts to further the School District's diversity and anti-discrimination goals. In furtherance of the Diversity Policy, the School District has the discretion to establish participation rates and ranges for Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses in order to encourage meaningful participation of M/WBEs in the provision of quality goods and services to the School District. The Diversity Policy and the Administrative Procedures for the Diversity Policy are available on the Board's website at **https://www.philasd.org/schoolboard/policies/** and incorporated by reference and made a part of the Contract to the same extent as if they were attached hereto. Hard copies of the Board Policy and Administrative Procedures will be provided upon request.

9.1.3 The General Service Contractor shall ensure that Certified M/WBEs and Certified diverse, small or disadvantaged businesses have a meaningful and substantial opportunity to participate in the performance of the General Service Contract. The General Service Contractor covenants, represents and warrants that the General Service Contractor, his Subcontractors and partners commit to adhering to anti-discrimination laws and policies, diversity goals and workforce management practices that promote Meaningful and Substantial Participation of Certified M/WBEs and other Certified disadvantaged business enterprises throughout the Term of the General Service Contract. If the General Service Contractor has submitted a plan describing the participation of Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses ("Participation Plan") as part of a public solicitation, Bid, or as required by School District policies, then the General Service Contractor shall comply with his Participation Plan. The General Service Contractor's Participation Plan shall be attached to this General Service Contract and made a part hereof. The commitments made by the General Service Contractor in the Participation Plan are material representations that the School District relies upon in awarding and entering into this General Service Contract.

9.1.4 The Participation Plan must demonstrate that the participation of Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses constitutes Meaningful and Substantial Participation in the Work, the General Service Contract and any subsequent amendment. Participation shall be measured in terms of actual dollars received for work performed or services provided by Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses and the General Service Contractor's workforce management practices. The General Service Contractor shall take good faith actions to achieve the requirements of the Diversity Policy in conformity with Board of Education policies, including but not limited to submitting a Participation Plan.

9.1.5 The General Service Contractor shall not increase or decrease the percentages of Work, scope of Work, or dollar amounts for any Certified M/WBE and other Certified diverse, small, or disadvantaged businesses set forth in the Participation Plan without the written approval of the School District. The General Service Contractor shall not replace or substitute any Certified M/WBE and other Certified diverse, small or disadvantaged businesses set forth in the Participation Plan without the written approval of the School District. If the requested change is approved, the General Service Contractor shall promptly submit a revised Participation Plan for School District approval. The Parties shall incorporate the revised Participation Plan in this General Service Contract by amendment.

9.1.6 In addition to and not in derogation of the available rights and remedies under this General Service Contract, the School District may, if the General Service Contractor breaches this Paragraph 9.1, pursue suspension or debarment in conformity with the procedures set forth in the Diversity Policy.

9.1.7 In addition to and not in derogation of any reporting requirements set forth in this General Service Contract, when required by the Diversity Policy or the Participation Plan, as applicable, the General Service Contractor shall keep appropriate records and periodically report to the School District regarding the use of Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses.

9.1.8 In supplementation of the General Service Contractor's other covenants set forth in the General Service Contract, the General Service Contractor covenants and agrees to carry out fully and faithfully his commitments set forth in this General Service Contract concerning the utilization of M/WBEs, if any. See General Service Contractor's M/WBE Participation Plan attached to the executed School

District/Contractor Agreement. For compensation under this General Service Contract, the General Service Contractor's M/WBE participation covenant shall equal the dollar amount set forth in his M/WBE Participation Plan.

9.2 Disqualification, Suspension or Debarment of Vendors.

9,2,1 The School District shall solicit or accept bids from and shall award contracts to or consent to subcontracting only with responsible vendors. Vendors include any business enterprise, person, firm, partnership, corporation, limited liability company or other legal entity that may seek to or does submit a bid in response to an invitation to bid or otherwise is seeking to contract with the School District or act as a subcontractor on a School District contract, and/or with which the School District has entered into a contract.

9.2.2 Contractors, Subcontractors or affiliates may be disqualified, suspended or debarred as not responsible to protect the School District's and the public's interest in accordance with the standards and procedures adopted by the School District and any other applicable law. Board Policy No. 610.1 entitled "Termination of Contracts and Disqualification, Suspension or Debarment of Vendors" and the Administrative Procedures for Board Policy No. 610.1 are available on the Board's website at **https://www.philasd.org/schoolboard/policies/** and incorporated by reference and made a part of the Contract to the same extent as if they were attached hereto. Hard copies of the Board Policy and Administrative Procedures will be provided upon request.

9.3 **Equal Opportunity.**

9.3.1 The School District is an Equal Opportunity Employer and demands no less of companies with which it does business. The School District will not do business with companies or persons who unlawfully discriminate on the basis of age, race, color, sex, sexual orientation, disability, creed, ancestry, national origin, or any other impermissible ground in their hiring, promotion, subcontracting, or procurement practices. By submitting any proposal to contract or entering into any contract with the School District, the General Service Contractor represents and certifies that it is an Equal Opportunity Employer; conducts its business affairs without improper regard to age, race, color, sex, sexual orientation, disability, creed, ancestry, national origin, or other impermissible ground; and has not been debarred, suspended, or declared ineligible to contract by any public or private agency or entity because of its discriminatory practices. If the General Service Contractor has been debarred or suspended, the General Service Contractor must submit a statement with the bid identifying the debarring or suspending entity and giving the date that the debarment or suspension was or is scheduled to be lifted. The certifications in Paragraph 9.3 herein are material representations of fact upon which reliance was placed when this transaction was entered into. If it is later discovered or determined that the General Service Contractor knowingly rendered an erroneous certification, the School District may pursue available remedies, including termination of this contract, suspension or debarment.

9.3.2 All parties hereto agree that in the performance of this General Service Contract there shall be no discrimination against any employee or other person on account of age, race, color, sex, sexual orientation, creed, ancestry or national origin, disabled or Vietnam era veteran status. The School District, upon receipt of evidence of such discrimination by the General Service Contractor or its agents, employees, representatives, or Subcontractors, shall have the right, at its sole discretion, to terminate the General Service Contract. The General Service Contractor agrees to include this Paragraph 9.3, with appropriate adjustments for the identity of the parties, in any Subcontracts that are entered into for Work to be performed under this General Service Contract.

9.3.3 The General Service Contractor shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, disabled or Vietnam era veteran status, or limited English proficiency in the performance of this General Service Contract, including, but not limited to, preparation, manufacture, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the General Service Contractor or its agents, employees or representatives, the School District shall have the right to terminate this Contract. In the event of the

continued refusal on the part of the General Service Contractor to comply with this anti-discrimination provision, the General Service Contractor may be removed from the list of approved bidders of the School District. The General Service Contractor agrees to include this Paragraph 9.3, with appropriate adjustments for the identity of the parties, in all Subcontracts which are entered into for work to be performed pursuant to this General Service Contract.

9.4 **Non-Discrimination.**

9.4.1 Non-Discrimination in Hiring. The General Service Contractor agrees that it will comply with provisions of the Philadelphia Fair Practices Ordinance administered by the Human Relations Commission of the City of Philadelphia, the Pennsylvania Human Relations Act. No. 222, October 27, 1955, as amended, 43 P.S. Section 951 et seq.; Title 7 of the Civil Rights Act of 1964, 42 U.S.C. Section 2000 et seq., and all pertinent regulations adopted pursuant to the foregoing in providing equal employment opportunities in connection with all work performed by it pursuant to this General Service Contract. The General Service Contractor, therefore, agrees:

(1) That it will not discriminate nor permit discrimination by its agents, servants or employees against any employee or applicant for employment with regard to hiring, tenure or employment, promotion, or any other terms, conditions or privileges of employment because of race, color, religion, age, national origin, sex, ancestry, handicap or disability and will move aggressively as is hereinafter set forth to prevent same.

(i) In all publications or advertisements for employees to work at the job site covered by this General Service Contract placed by or on behalf of the General Service Contractor, the General Service Contractor will state that all qualified applicants will receive consideration for employment without regard to race, color, religion, age, national origin, sex, ancestry, handicap or disability.

(ii) The General Service Contractor will notify each labor union or workers' representative from whom it seeks workers of the General Service Contractor's commitment as set forth in its proposal, and request that each union or workers' representative include minority group members and women among its referrals.

(iii) The General Service Contractor will hire minority and female workers for the skilled and unskilled jobs required to perform this General Service Contract in proportion to their availability in the relevant labor pools in the Philadelphia Metropolitan Statistical Area, or to their availability in its qualified applicant pool, whichever is greater.

(iv) The General Service Contractor will post in conspicuous places available to its employees and to applicants for employment, a notice of fair practices to be provided by the Philadelphia Human Relations Commission.

(v) The General Service Contractor will maintain a work environment free of harassment, intimidation and coercion, and will ensure that all on-site supervisory personnel are aware of and carry out the General Service Contractor's obligation to maintain such a working environment.

(2) That it will identify on each certified payroll form submitted to the School District those of its employees who are minority group members and those who are female. As used here, "minority" means African American, Hispanic, Asian, or Native American. The School District shall at all times have access to work site and to the General Service Contractor's employment records to assure compliance with this subsection.

(3) That it will maintain on forms to be supplied by the School District, the name, race, sex, national origin, skill or craft, address, telephone number, and source of referral of each applicant for employment, which record shall show which applicants were hired.

(4) That in the event apprentices are hired in any skilled craft area, the General Service Contractor will endeavor to hire equal numbers of culturally diverse male and female trainees in each skill

area.

(5) That it will insert the provisions of subparagraphs (1), (2), (3), and (4) of this Paragraph 9.4.1 in all Subcontracts which are entered into by the General Service Contractor under this General Service Contract, as covenants to be binding upon such Subcontractors.

(6) The General Service Contractor's agreement to meet the requirements of this Paragraph 9.4.1 is a material representation of fact upon which reliance was placed when this Contract was awarded. If it is later determined that the General Service Contractor has not made good faith efforts to comply, within the School District's sole judgment, then the School District may pursue available remedies, including suspension or debarment of the General Service Contractor from future School District work as non-responsible.

9.4.2 Non-Discrimination in Subcontracting. It is the policy of the School District that business concerns owned and controlled by Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses shall have full and fair opportunity to participate in performance of contracts let by the School District. Participation of Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses must be meaningful and substantial in all phases of this Contract. The Contractor shall ensure that Certified M/WBEs and other Certified diverse, small, or disadvantaged businesses have the maximum opportunity to participate in the performance of this engagement, and shall make a good-faith effort to achieve the goals. Certified MBEs and WBEs are minority-owned business enterprises and women-owned business enterprises that have been certified or qualified by the School District Office of Small Business Development or have been certified by the City of Philadelphia's current Office of Economic Opportunity ("OEO") [on OEO's Registry of Certified Firms] or former Minority Business Enterprise Council or the Southeastern Pennsylvania Transportation Authority's DBE Program Office, or any other certifying agency designated by the School District in its discretion. A bidder's plan to joint venture with or subcontract to Certified MBEs and WBEs or to Certified diverse, small, or disadvantaged businesses, and/or to utilize Certified MBEs and WBEs or Certified diverse, small, or disadvantaged businesses as sources of supplies, equipment, or services will be considered in evaluation of bidder responsibility. The representations and agreements in this Paragraph 9.4.2 of these General Conditions are material representations of fact upon which reliance was placed when this transaction was entered into. If it is later discovered or determined that the Contractor has not made good faith efforts to comply, within the School District's sole judgment, then the School District may pursue available remedies, including suspension or debarment of the Contractor from future School District work as non-responsible.

9.4.2.1 The Contractor will consider all bids from potential Certified MBE/WBE joint ventures or subcontractors or other Certified diverse, small or disadvantaged businesses joint ventures or subcontractors, and document on forms to be supplied by the School District, the reasons for not entering into a joint venture or subcontract with a Certified MBE/WBE or Certified diverse, small or disadvantaged business. If the reason given is that the Certified MBE/WBE price quotation or other Certified diverse, small or disadvantaged business price quotation was not competitive, the Contractor agrees to identify the joint venture or subcontractor accepted and to show that the joint venture's or subcontractor's price quotation was for the same work or materials quoted by the Certified MBE/WBE or other Certified diverse, small or disadvantaged business.

9.4.2.2 Within ten (10) days of the opening of bids, with regard to each joint venture or subcontract with or agreement to purchase supplies from Certified MBE/WBEs or other Certified diverse, small or disadvantaged businesses, the Contractor will provide the School District with a report naming the Certified MBE/WBE or other Certified diverse, small or disadvantaged business, describing the joint venture or subcontract or purchase agreement, and stating the dollar value of the joint venture or subcontract or purchase agreement.

9.4.2.3 Where the Contractor proposes to perform the total contract with his own workforce without any joint venture or subcontracting, before the Contract is awarded, the Contractor will submit to the School District information sufficient for the School District to determine that:

(1) It is the Contractor's normal business practice to perform all parts of such contracts with his own force; and

(2) The Contractor has the capability to perform all parts of the Contract with his own force without the use of joint ventures or subcontracts.

9.4.2.4 The Contractor's agreement to meet the requirements of this Paragraph 9.4.2 of these General Conditions is a material representation of fact upon which reliance was placed when this Contract was awarded. If it is later determined that the Contractor has not made good faith efforts to comply, within the School District's sole judgment, then the School District may pursue available remedies, including suspension or debarment of the Contractor from future School District work as non-responsible.

9.4.2.5 The Contractor's Minority/Woman Owned Business Enterprise (MWBE) Participation Plan ("MWBE Participation Plan") is attached to and hereby incorporated by reference into this Contract. The MWBE Participation Plan shall be enforceable as any other contractual term or condition of this Contract. Sanction for breach of the MWBE Participation Plan may include suspension, cancellation of this Contract and/or debarment from future contracting opportunities with the School District.

9.4.3 Liability of Subcontractors. Any Subcontractor of the General Service Contractor shall have the same responsibility and obligations as the General Service Contractor to comply with the provisions of this Paragraph 9.4 of these General Conditions, and shall be subject to the same penalties for failure to comply as set forth in Paragraph 9.4.4 of these General Conditions.

9.4.4 Penalties for Failure to Comply.

9.4.4.1 It is hereby agreed that failure to comply and demonstrate best efforts to comply with the foregoing requirements shall constitute a substantial breach of this Contract.

9.4.4.2 In the event that the School District determines, after investigation, that the General Service Contractor or Subcontractor, as the case may be, has failed to comply with any provision of this Paragraph 9.2 of these General Conditions, and to demonstrate best efforts to comply, the School District may, in its sole discretion, invoke the termination provisions of the Contract (Section) or move to disqualify, suspend or debar the Contractor or Subcontractor pursuant to Board Policy No. 610.1 and the Administrative Procedures for Board Policy No. 610.1, available on the Board's website at **https://www.philasd.org/schoolboard/policies/** and incorporated by reference and made a part of the Contract to the same extent as if they were attached hereto.

9.4.4.3 The General Service Contractor or Subcontractor, as the case may be, shall be given written notice of any determination of non-compliance and opportunity to achieve compliance within a time period to be specified in the notice.

9.4.4.4 In the event the School District, after a hearing, determines to terminate this General Service Contract, or any Subcontract entered into under this General Service Contract, for noncompliance with and failure to demonstrate best efforts to comply with Paragraph 9.2 of these General Conditions, all obligation on the part of the School District's part to perform this General Service Contract shall cease, save only the obligation to pay the General Service Contractor the sums due.

9.5 **Security Clearance.**

9.5.1 Required Background Checks. For the General Service Contractor and each of the General Service Contractor's employees, officers, agents, and servants, and for the General Service Contractor's Subcontractors and each of the Subcontractors' employees, officers, agents, and servants, who may have Direct Contact with children while performing the Work at the Project site, as defined by 23 Pa. Cons. Stat. Ann. § 6303(a), as amended, the General Service Contractor shall submit true, correct, complete, and current copies of the following clearances to the School District's Office of Facilities and

Maintenance prior to starting any Work at the Project site, in accordance with any and all Applicable Laws, including 24 Pa. Stat. § 1-111, as amended, and 23 Pa. Stat. Ann. §§ 6344, 6344.2, as amended:

9.5.1.1 the Pennsylvania State Police criminal history record information report;

9.5.1.2 the child abuse history official certification;

9.5.1.3 the report of the Federal Bureau of Investigation federal criminal history record information.

9.5.2 Current; Direct Contact; Failure to Provide. For purposes of this Paragraph, "current" means processed by the issuing agency or organization within (i) one (1) year for paid individuals (including employees, officers, agents, servants, and Subcontractors) prior to the later of the individual's hiring or engagement by the General Service Contractor or Subcontractor, or the commencement of the Work at the Project site. Where the School District has received and properly reviewed the individual's background checks within the past five (5) years, the School District and the General Service Contractor may rely on the individual's prior submission provided that all individuals relying on prior submitted checks must submit an arrest or conviction report and a certification form, both in a form acceptable to the School District. For an individual who has Direct Contact with children, the School District shall have the right, at any time and in its sole discretion, to require the General Service Contractor to deliver new reports, certifications, clearances, or certificates as required by the more restrictive of School District policies or Applicable Law and the General Service Contractor shall comply promptly with any such request. If the General Service Contractor fails to deliver any such report, clearance certification or certificate on behalf of the General Service Contractor, if an individual, or on behalf of any individual officer, employee, director or Subcontractor, then each such individual may not and shall not carry out any of the Work at the Project site unless and until the General Service Contractor delivers that individual's report, clearance, certification or certificate to the School District.

9.5.3 Arrests; Convictions. The General Service Contractor shall comply and shall ensure that its officers, employees, agents and Subcontractors who carry out any of the Work at the Project site comply with the requirements of 24 Pa. Stat. § 1-111(j), which mandates, among other things, that any officer, employee or agent of the General Service Contractor or of any Subcontractor report an arrest or conviction for an offense listed in 24 Pa. Stat. § 1-111(e) within seventy-two (72) hours of that arrest. The General Service Contractor shall provide notice to the School District, in a prompt and timely manner, all notices and reports required, and all background checks conducted, under § 1-111(j).]

9.5.4 The General Service Contractor shall inform its Subcontractors that the Background Checks required in this Paragraph must be submitted to the General Service Contractor for each employee who may have Direct Contact with children while performing the Work at the Project site. Employees of the General Service Contractor and its Subcontractors shall not begin work at the Project site until the required Background Checks have been submitted to the General Service Contractor.

9.5.5 In the event that the General Service Contractor is unable to provide the required Background Checks to the School District (or its agents) for any employee of the General Service Contractor or Subcontractors, the employee of the General Service Contractor or Subcontractors must leave the Project site immediately. The employee of the General Service Contractor or Subcontractors may return to the Project site once the required Background Checks have been provided to the General Service Contractor and submitted to the School District (or its agents). If any members of the General Service Contractor's Project team are required to be in the existing School District building site, while children are present at the School District site, before mobilization for Project construction after Contract award, the required Background Checks must be on-file in the School District's Office of Facilities and Maintenance.

9.5.6 Website links for required Background Checks are listed below.

Pennsylvania Criminal History Check – **https://epatch.pa.gov/home**
Child Abuse Clearance – **https://www.compass.state.pa.us/CWIS/Public/Home**

FBI Fingerprint Clearance – **https://uenroll.identogo.com/**; Click on "Schedule or Manage an Appointment" and enter code 1KG6XN.

9.6. **Construction Project Partnership Agreement. (NOT APPLICABLE TO THIS CONTRACT)**

10. SAFETY REQUIREMENTS

10.1 **Safety of Persons and Property.** The Contractor and each Subcontractor shall be solely responsible for safety on the Project. The Contractor and each Subcontractor comply with all local, state and federal safety standards and any safety standards established by the School District for the Project, including the School District's health and safety program, guidelines, procedures, and requirements. The Contractor and all Subcontractors shall provide sufficient, safe, and proper facilities at all times for the installation of the Work, and shall make sure the same is available for inspection by the School District and its representatives.

10.2 **Safety Responsibility.** The General Service Contractor's and Subcontractors' employees, suppliers, and agents shall, when about the jobsite, observe and comply with the strictest of the applicable laws and any regulations prescribed by the School District or as set forth in the Contract Documents. The General Service Contractor and each Subcontractor shall be responsible for the payment of all fines and/or claims for damages levied against them for safety or environmental deficiencies related to the conduct of their employees or Work. In accordance with the Contract Documents, the General Service Contractor and all Subcontractors shall defend and indemnify the School District and School District's Representatives from and against any loss, damage or expense, including attorneys' fees, related to the failure of the General Service Contractor or any Subcontractor to comply with the School District's health and safety program, guidelines, procedures, and requirements and General Condition 10. **SAFETY REQUIREMENTS**. If directed by the School District, a School District Consultant will provide safety services on behalf of the School District on the Project. Either the School District itself, or the School District Consultant, after consultation with the School District, has final say on all safety related issues associated with the Project. Either the School District itself, or the School District Consultant, after consultation with the School District, shall have the authority to stop work if an imminent danger situation occurs. The General Service Contractor and all Subcontractors are expected to fully cooperate with the School District Consultant on the Project. The General Service Contractor and Subcontractors shall make certain that vendors, suppliers, material dealers, haulers, and/or independent haulers or others who merely transport, pick-up, deliver or carry materials, personnel, parts, or equipment, or other items or persons working under them, conform and adhere to all School District health and safety program, guidelines, procedures, and requirements, and General Condition 10. **SAFETY REQUIREMENTS**.

10.3 **General Safety Requirements.** The following safety provisions, to the extent they are stricter than applicable laws or any separate regulations prescribed by the School District, shall be complied with for all personnel on the jobsite and enforced by the General Service Contractor:

(1) Appropriate eye protection is required when there is a potential for a foreign object to enter an employee's eye. Eye protection must meet ANSI standards. The General Service Contractor shall have the option to require 100% eye protection at all times. This must be conveyed to all Subcontractors at the time of the Bid.

(2) Operations that require a Ground Fault Circuit Interrupter (GFCI) or an Assured Equipment Grounding Program in accordance with the OSHA 1926 Construction Safety and Health Standards shall use GFCI and not the Assured Equipment Grounding Program option.

(3) No flammable liquids shall be stored within the building overnight.

(4) Hot work permits shall be issued by the General Service Contractor. Fire watch shall be 2 hour in duration in active schools.

(5) Annual crane inspection certificate must be presented to the General Service Contractor prior to any mobile crane being brought onto the site. All mobile cranes must have an anti-two block device. Only qualified operators (CCO or equivalent training/experience) are permitted to operate cranes on site. Operator qualifications must be submitted to the General Service Contractor prior to the use of the crane on site. The General Service Contractor shall forward the annual crane inspection certification and the operator qualification to the School District prior to crane usage on site.

(6) The General Service Contractor or Subcontractor shall submit a Crane Lift Plan to the School District for each phase of work on site if a crane is to be used.

(7) All confined spaces on site shall be designated "Permit Required Confined Spaces". The General Service Contractor is responsible for verifying that the Subcontractor has proper controls on all confined space entries.

(8) All trenches and excavations must meet OSHA Regulations.

(9) Each Contractor and Subcontractor must inspect work areas. Safety deficiencies must be corrected immediately. The General Service Contractor shall submit a Project Self-Inspection Report to the School District.

(10) Housekeeping shall be closely monitored. Work areas must be cleaned by the end of the workday and debris must be properly disposed of. The General Service Contractor shall strictly monitor and enforce this requirement.

(11) The General Service Contractor shall erect and maintain, as required by existing conditions and progress of the Work, all reasonable safeguards for safety and protection, including barriers, fences, railings, and floor coverings. The General Contractor shall post and maintain danger signs and other warnings against hazards, promulgate safety regulations and notify owners and users of adjacent utilities of any dangerous or hazardous conditions.

(12) The General Service Contractor shall comply with the storm water discharge environmental regulations.

(13) Security on the jobsite shall be the responsibility of the General Service Contractor.

10.4 **Drug and Alcohol Policy; Tobacco, Alternative Nicotine and Vapor Products Policy.** The General Service Contractor and all Subcontractors are prohibited from use and possession of alcoholic beverages, drugs (other than prescription), and carrying weapons or ammunition onto the jobsite. The General Service Contractor agrees to comply, and ensure that all Subcontractors comply, with any postings or notices located at the jobsite regarding safety, security or weapons. The General Service Contractor and all Subcontractors must comply with Board Policy No. 323 entitled "Tobacco Product, Alternative Nicotine Product and Vapor Product Use By Employees" and Administrative Procedures for Board Policy No. 323. Board Policy No. 323 and Administrative Procedures for Board Policy No. 323 are available on the Board's website at **https://www.philasd.org/schoolboard/policies/** and incorporated by reference and made a part of the General Service Contract to the same extent as if they were attached hereto. Hard copies of the Board Policy and Administrative Procedures will be provided upon request.

10.5 **Identification Badge.** All personnel who have access to the jobsite are required to wear the identification badge required by the School District on their outer garment. The identification badge will be issued and monitored by the General Service Contractor. The General Service Contractor shall be responsible for photographing the employee and for laminating the identification badge. The background for the identification badge will be supplied to the General Service Contractor by the School District.

10.6 **Visitors.** All visitors to the site must report to the General Service Contractor and sign a "Visitor's Release". All visitors must be briefed by the General Service Contractor as to the site specific hazards present and must be escorted at all times while on site.

10.7 **Accident Reporting.** All Contractors and Subcontractors must report all known injuries, occupational-related illnesses, potential general liability incidents, or property damage immediately. Verbal notification shall be given immediately to the School District, General Service Contractor or Subcontractor of any bodily injury to persons not employed on the jobsite, e.g., visitors, invitees, or trespassers, as well as damage to property of others arising out of operations on the jobsite. Verbal notification shall be given immediately to the School District, General Service Contractor or Subcontractor of any pollution incident or any environmental hazard or incident that occurs on the jobsite. All known accidents and occurrences must be reported within 24 hours.

10.8 **Accident Investigation.** Accident Investigation reports are required for all employee injuries (no matter how minor), occupational-related illnesses, property damage, general liability, and near miss incidents, pollution incidents, and environmental hazards or incidents. Accident Investigation Reports must be completed within 24 hours of the incident unless the General Service Contractor or Subcontractor notifies the Superintendent or Project Manager of the General Service Contractor or the foreman or superintendent or project manager of the Subcontractor that the circumstances surrounding the incident will require additional investigation.

10.9 **Safety Violations.** Penalties for non-compliance with the School District's health and safety program, guidelines, procedures, and requirements, Paragraph 2.4 (**Use and Protection of Premises**) and Paragraph 2.5 (**Protection of Persons and Property**) of these General Conditions, General Condition 10. **SAFETY REQUIREMENTS**, and OSHA Regulations are as follows:

(1) School District may withhold progress payments until such non-compliance has been corrected; and

(2) School District has the right to correct the safety infraction and charge back to the General Service Contractor the cost of such correction; and

(3) School District has the right to dismiss the General Service Contractor or Subcontractor from the jobsite, any employee of the General Service Contractor, or any Subcontractor for continued non-compliance or a serious safety infraction.

The General Service Contractor shall take all necessary precautions to protect the safety and health of its employees, Subcontractors' employees and others on the jobsite, including compliance with all applicable federal, state, county and municipal safety and health laws, regulations, and building codes, and shall adhere to and enforce the safety regulations set forth in Paragraph 2.5 (Protection of Persons and Property) and elsewhere in the Contract Documents, and the School District's health and safety program, guidelines, procedures, and requirements.

11. INDEMNIFICATION

11.1 **Indemnification.**

(a) The General Service Contractor and all of its Subcontractors shall, at their sole cost and expense, release, indemnify, defend, and satisfy all judgments, and hold harmless the School District and all its commission members, board members, officers, agents, representatives, and employees, as well as the Project Designer, and any other School District Consultant(s), and their respective officers, agents, representatives, and employees, from and against all claims, demands, suits, actions, judgments, penalties, liabilities, costs, losses, delays, damages and expenses (including attorneys' fees, defense costs, court costs, and costs of suit), for or on account of actual or alleged death, injury, damage or loss to persons and/or property (including but not limited to employees of such General Service Contractor or any of its Subcontractors), or economic loss, damage or expense, or employment discrimination, in any way arising out of or resulting from the performance or non-performance of the work under this General Service Contract, or the subsequent completion of such work, by the General Service Contractor and/or its Subcontractors, or any of their respective officers, agents, representatives and employees, or through the negligence of the General Service Contractor or caused, in whole or in part, by any acts or omissions

of the General Service Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable (including Sub-subcontractors and material suppliers), regardless of whether or not it is caused in part by a party indemnified hereunder, or from the use of facilities or equipment furnished to the General Service Contractor and/or any of its Subcontractors on behalf of the School District in connection with the performance of such work of such General Service Contractor and/or Subcontractors (including but not limited to all claims arising out of the operation of any law imposing liability out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances, or any site conditions or site use), or from any claim for license fees or taxes for which the General Service Contractor or his Subcontractors are or may become responsible, or from any and all claims of illness, disability, or death regarding the transmission of infectious and communicable diseases, whether arising from the negligence of the General Service Contractor or his Subcontractors or otherwise.

(b) In the event the School District receives notice of a claim based upon the General Contractor's and/or any of its Subcontractors' work, omission or breach, the School District shall promptly notify the General Service Contractor in writing of such claim and will require and permit the General Service Contractor to assume the defense of the School District, its officers, agents, and employees, whenever and wherever under the circumstances indicated in Paragraph 11.1(a), claims, suits or actions are brought against the School District, its officers, agents, and employees.

(c) This indemnity provision is intended, inter alia., to protect the School District, its officers, agents, representatives and employees from all claims of employees or workers of any Contractors or Subcontractors who are injured on School District real property or as a result of School District personal property, from the commencement to the completion of this General Service Contract, whether the death, injury, damage or loss to persons and/or property, or the economic loss, damage or expense, is due to School District negligence, in whole or in part, and is not limited to death, injury, damage or loss to persons or property, or economic loss, damage or expense, which occur in actual performance of this General Service Contract, nor is this indemnity provision limited by the Pennsylvania Worker's Compensation Act. This indemnity provision shall not be construed to negate, abridge or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this General Service Contract, and is independent of whether or not the General Service Contractor and/or its Subcontractors has (have) insurance. The indemnification obligation under this General Condition 11. **INDEMNIFICATION** shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the General Service Contractor or any Subcontractor under workers' or workmen's compensation acts, disability benefit acts, or other employee benefits acts. Obligations of the General Service Contractor arising under this General Condition 11. **INDEMNIFICATION** shall survive final payment under General Condition 5. **COMPENSATION AND PAYMENT** or termination under General Condition 16. **TERMINATION** of this General Service Contract.

(d) This General Condition 11. **INDEMNIFICATION** shall apply, particularly but not exclusively, to the claims of the General Service Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, against the School District and all its officers, agents, representatives and employees. Any violation of any of the provisions of this General Condition 11. **INDEMNIFICATION** by the General Service Contractor and/or its Subcontractors shall be deemed a material breach of this General Service Contract. The General Service Contractor and all of its Subcontractors, and all of their respective officers, agents, representatives and employees, shall have no claim against the School District, its officers, agents, representatives and employees for the acts, failures to act or negligence of the School District, directly or indirectly, or its officers and employees; and should this exculpatory clause be declared invalid by law, such invalidity shall in no manner affect or invalidate any or all other foregoing provisions in this General Condition 11. **INDEMNIFICATION**.

(e) By an appropriate agreement, the General Service Contractor shall require all of its Subcontractors performing work under this General Service Contract to be bound by all of the provisions of this General Condition 11. **INDEMNIFICATION**. The General Service Contractor shall include all of the provisions of this General Condition 11. **INDEMNIFICATION** in all Subcontracts entered into for performance of work under this General Service Contract. However, the General Service Contractor's failure(s) to do so shall not relieve the General Service Contractor or its Subcontractors from their

respective indemnity obligations under this General Condition 11. **INDEMNIFICATION**.

12. INSURANCE

12.1 Unless otherwise approved by the School District's Office of Risk Management in writing, prior to the commencement of any work under the Contract and until completion and final payment is made for the work/final acceptance of the work under the Contract, the General Service Contractor shall provide and maintain the following minimum levels of insurance at General Service Contractor's own expense. The cost of the required insurance shall be included in the General Service Contractor's bid price and no adjustment shall be made to the contract price on account of such costs unless such approval is provided. The term General Service Contractor shall include Subcontractors and Sub-Subcontractors of every tier. General Service Contractor shall furnish Certificates of Insurance evidencing and reflecting the effective date of coverage as outlined below. **In no event shall Work be performed until the required evidence of Insurance is provided in accordance with these Contract Documents and is approved by The School District of Philadelphia.** If found to be non-compliant, The School District of Philadelphia may purchase the required insurance coverage(s) and the cost shall be borne by the General Service Contractor through direct payment/reimbursement to The School District of Philadelphia or The School District of Philadelphia may withhold payment to the General Service Contractor for amounts owed to them.

a) All insurance shall be procured from insurers permitted to do business in the State in which the project is taking place and having an A.M. Best Rating of at least "A-, Class VIII".

b) General Service Contractor shall not have a Self Insured Retention (SIR) on any policy greater than $50,000, which is the responsibility of the General Service Contractor. If General Service Contractor's policy(ies) has a Self Insured Retention exceeding this amount, approval must be received from The School District of Philadelphia prior to starting work. In the event any policy includes an SIR, the General Service Contractor is solely responsible for payment within the SIR of their policy(ies) and the Additional Insured requirements specified herein shall be provided within the SIR amount(s).

c) All insurance required herein, with the exception of the Professional Liability Insurance, shall be written on an "occurrence" basis. Claims-Made coverage must include:

    i. The retroactive date must be on or prior to the start of work under this Contract; and
    ii. The General Service Contractor must purchase "tail coverage/an extended reporting period" or maintain coverage for a period of three years, subsequent to the completion of their work/final payment.

d) The General Service Contractor's insurance carrier (s) shall agree to provide at least thirty (30) days' prior written notice to The School District of Philadelphia in the event coverage is canceled or non-renewed. In the event of cancellation or non-renewal of coverage(s), it is the General Service Contractor's responsibility to replace coverage to comply with the Contract requirements so there is no lapse of coverage for any time period.

    In the event the insurance carriers will not issue or endorse their policy(s) to comply with the above, it is the responsibility of the General Service Contractor to report any notice of cancellation or non-renewal at least thirty (30) days' prior to the effective date of this notice.

e) General Service Contractor shall provide The School District of Philadelphia with Certificates of Insurance, evidencing the insurance coverages listed below, ten (10) days prior to the start of work under the Contract and thereafter upon renewal or replacement of each coverage. **The General Service Contractor shall not begin any work until The School District of Philadelphia has reviewed and approved the Certificate of Insurance.** The required

insurance shall not contain any exclusions or endorsements, which are not acceptable to The School District of Philadelphia. All Certificates of Insurance shall be sent to:

The School District of Philadelphia
Office of Risk Management
440 North Broad Street, Suite 325
Philadelphia, PA 19130-4015
Attn.: Riccardo Zucaro, Director of Insurance Risk Management
(Fax No.: 215-400-4591

with a copy to:

The School District of Philadelphia
Office of Facilities and Maintenance
440 North Broad Street, 3rd Floor Portal A
Philadelphia, PA 19130-4015
Attn.: Jeffrey Scott, Director of Maintenance
(Fax No.: 215-400-4381)

Failure of The School District of Philadelphia to demand such Certificate or other evidence of full compliance with these insurance requirements or failure of The School District of Philadelphia to identify a deficiency from evidence that is provided shall not be construed as a waiver of General Service Contractor's obligation to maintain such insurance.

With respect to insurance maintained after final payment in compliance with a requirement below, an additional Certificate(s) evidencing such coverage shall be provided to The School District of Philadelphia with final application for payment and thereafter upon renewal or replacement of such insurance until the expiration of the time period for which such insurance must be maintained.

f) The School District of Philadelphia, (including other public entitles as may be required) shall be added as ADDITIONAL INSUREDS on all liability policies (except Workers' Compensation and Professional Liability Policy, where applicable), for ongoing operations and completed operations (using ISO Endorsements CG 2010 and CG 2037, or their equivalents) on a primary noncontributory basis. Coverage to include ongoing and completed operations. Each of the Additional Insured's respective directors, officers, commission members, board directors, board members, employees, agents and representatives shall also be afforded coverage as an Additional Insured. Coverage should be provided for a period of three (3) years subsequent to the completion of work/final payment.

If you are operating in a state that has implemented the "Anti-Indemnity" Additional Insured Endorsements, you are required to provide the state specific additional insured endorsements for ongoing and completed operations. These states include but are not limited to: Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas.

The School District of Philadelphia reserves the right to require General Service Contractor to name other parties as Additional Insureds as required by The School District of Philadelphia.

There shall be no "Insured versus Insured Exclusion" on any policies (other than "Named Insured versus Named Insured"); all policies will provide for "cross liability coverage" as per standard ISO policy forms.

g) Waiver of Rights of Subrogation: General Service Contractor shall waive all rights of recovery against The School District of Philadelphia and all the Additional Insureds for loss or damage covered by any of the insurance maintained by the General Service Contractor.

h) The amount of insurance provided in the required insurance coverages, shall not be construed to be a limitation of the liability on the part of the General Service Contractor.

i) The carrying of insurance described shall in no way be interpreted as relieving the General Service Contractor of any responsibility or liability under the Contract.

j) Any type of insurance or any increase in limits of liability not described above which the General Service Contractor requires for its own protection or on account of statute shall be its own expense.

k) General Service Contractor shall promptly notify The School District of Philadelphia and the appropriate insurance company(ies) in writing of any accident(s) as well as any claim, suit or process received by the General Service Contractor arising in the course of operations under the Contract. The General Service Contractor shall forward such documents received to his insurance company(ies), as soon as practicable, or as required by their insurance policy(ies).

REQUIRED COVERAGES - the following may be provided through a combination of primary and excess policies in order to meet the minimum limits set forth below:

1. **Workers' Compensation and Employer's Liability:**
Provided in the State in which the work is to be performed and elsewhere as may be required and shall include:

a) Workers' Compensation Coverage: Statutory Requirements
b) Employers Liability Limits not less than:

Bodily Injury by Accident:	$100,000 Each Accident
Bodily Injury by Disease:	$100,000 Each Employee
Bodily Injury by Disease:	$500,000 Policy Limit

c) USL&H, Maritime Liability, FELA, and DBA Coverage, if applicable.

d) Includes coverage for sole proprietors, partners, members or officers who will be performing the work.

e) Where applicable, if the General Service Contractor is lending or leasing its employees to The School District of Philadelphia for the work under this Contract (e.g. crane rental with operator), it is the General Service Contractor's responsibility to provide the Workers Compensation and Employer's Liability coverage and to have their policy endorsed with the proper Alternate Employer Endorsement in favor The School District of Philadelphia

2. **Commercial General Liability:**
Provided on ISO form CG 00 01 04 13 or an equivalent form including Premises - Operations, Independent General Service Contractors, Products/Completed Operations, Broad Form Property Damage, Contractual Liability, and Personal Injury and Advertising Injury.

a) Occurrence Form with the following limits:

(1)	General Aggregate:	$2,000,000
(2)	Products/Completed Operations Aggregate:	$2,000,000
(3)	Each Occurrence:	$1,000,000
(4)	Personal and Advertising Injury:	$1,000,000

b) Products/Completed Operations Coverage must be maintained for a period of at least three (3) years after final payment/completion of work (including coverage for the Additional Insureds as set forth in these Insurance Requirements).

c) The General Aggregate Limit must apply on a **Per Project basis**.

d) No Exclusions for residential construction with respect to the work to be completed by the General Service Contractor.

e) Coverage for “Resulting Damage”.

f) No sexual abuse or molestation exclusion.

g) No amendment to the definition of an “Insured Contract”.

h) The definition of an “Insured Contract” must be amended to provide coverage for all work on or within 50 feet of a railroad, if applicable. A stand alone Railroad Protective Liability policy may be required based on the scope of this project.

3. <u>Automobile Liability:</u>

a) Coverage to include All Owned, Hired and Non-Owned Vehicles (or “Any Auto”), if you do not have any Owned Vehicles, you are still required to maintain coverage for Hired and Non-Owned Vehicles as either a stand alone policy or endorsed onto the Commercial General Liability policy above.

b) Per Accident Combined Single Limit $1,000,000

c) For General Service Contractor(s) involved in the transportation of hazardous material, include the following endorsements: MCS-90 and ISO-9948.

4. <u>Commercial Umbrella Liability:</u>

a) Policy(ies) to apply on a Following Form Basis of the following:
(1) Commercial General Liability,
(2) Automobile Liability, and
(3) Employers Liability Coverage.

b) Minimum Limits of Liability
Occurrence Limit: $10,000,000
Aggregate Limit (where applicable): $10,000,000

5. <u>Rigger’s Liability Insurance</u>:
(IF DESIGNATED BY **GENERAL SERVICE CONTRACTOR’S** SCOPE OF WORK)

a) “All Risk” Replacement Cost Coverage

b) No overload exclusion

c) Minimum Occurrence Limit: $1,000,000

6. <u>Pollution Liability Insurance</u>:
(IF DESIGNATED BY **GENERAL SERVICE CONTRACTOR’S** SCOPE OF WORK)

a) Covering losses caused by pollution incidents that arise from the operations of the General Service Contractor and/or their subcontractors of any tier.

b) Minimum Limits of Liability:
Occurrence Limit: $2,000,000
Aggregate Limit: $2,000,000

c) Insurance to be maintained for the duration of the work and for a period of three (3) years after completion of work/final payment.

d) No Exclusions for Silica, Asbestos or Lead.

e) Include Mold Coverage for full policy limit of liability.

f) Shall include coverage for all pollutants as defined under the Resource Conservation and Recovery Act, as amended, 42 U.S.C. Section 6901 et. seq. (“RCRA”) or any related

state or city environmental statute or the removal of any petroleum contaminated material at the project.

g) All owned and / or 3rd Party disposal facilities must be licensed and maintain pollution liability insurance of not less than $2,000,000, if applicable.

7. <u>Professional Liability Insurance</u>:
(IF DESIGNATED BY **GENERAL SERVICE CONTRACTOR'S** SCOPE OF WORK)

a) Minimum Limits of Liability
Per Claim Limit: $2,000,000
Aggregate Limit: $2,000,000

b) The Definition of "Covered Services" shall include the services required in the scope of this Contract.

c) Coverage shall be extended to cover "Green Building", if applicable.

8. <u>Watercraft Liability</u>:
(IF DESIGNATED BY **GENERAL SERVICE CONTRACTOR'S** SCOPE OF WORK)

a) Provide coverage for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired, or borrowed watercraft; and

b) <u>Minimum Limits of Liability:</u>
$10,000,000 Per Occurrence
$10,000,000 Aggregate

9. <u>Aircraft Liability and/or Unmanned Aircraft Systems (UAS, aka Drones):</u>
(IF DESIGNATED BY **GENERAL SERVICE CONTRACTOR'S** SCOPE OF WORK)

a) Provide coverage for bodily injury, property damage, personal and advertising injury arising out of any owned, leased, hired, or borrowed aircraft or UAS; and

b) <u>Minimum Limits of Liability:</u>
$10,000,000 Per Occurrence
$10,000,000 Aggregate

NOTE: If UAS are covered by the General Liability policy instead of an Aviation Policy, coverage must be provided by CG 24 50 (or its equivalent) for "any aircraft used in the Insured's operations" for "any operations or projects of the Insured".

10. <u>Crime Insurance:</u>
(IF DESIGNATED BY **GENERAL SERVICE CONTRACTOR'S** SCOPE OF WORK)

a) Include the Employee Theft and Theft, Disappearance and Destruction coverage parts.

b) The Employee Theft Coverage part shall include the Clients' Property Endorsement (ISO Form CR 04 01, or its equivalent).

c) Minimum Limits of Liability:
Per Claim: $1,000,000

11. Privacy Liability:

(IF DESIGNATED BY **GENERAL SERVICE CONTRACTOR'S** SCOPE OF WORK)

a) Subcontractor shall maintain coverage for third party liability arising out of breach of privacy, inclusive of confidential and proprietary business information, HIPAA violations and other breaches of personally identifiable information and/or protected health information, that may arise from their work with this Contract.

b) Minimum Limits of Liability:

Per Claim:	$1,000,000
Aggregate:	$1,000,000

c) Privacy Breach Notification and Credit Monitoring: $250,000 Per Occurrence.

12. Owner's Contractor's Protective:

(IF DESIGNATED BY **GENERAL SERVICE CONTRACTOR'S** SCOPE OF WORK)

a) The General Service Contractor shall obtain an Owner's and Contractor's Protective in the same limits as set forth in #2, Commercial General Liability, above. This policy shall be issued in the name of the Owner.

b) If you are providing ongoing and completed operations Additional Insured coverage for one of the following states, noted in "f" above (Montana, New Mexico, Oregon, Colorado, Kansas, California, Louisiana, and Texas), you are required to provide an Owner's Contractor's Protective as outlined in the preceding paragraph.

13. Owned, Leased, Rented or Borrowed Equipment:

(IF DESIGNATED BY **GENERAL SERVICE CONTRACTOR'S** SCOPE OF WORK)

General Service Contractor shall maintain Property Coverage for:

a) their owned, leased, rented or borrowed equipment, tools, trailers, etc.; and

b) include a Waiver of Subrogation in favor of all Additional Insureds.

14. Installation Floater:

(IF DESIGNATED BY **GENERAL SERVICE CONTRACTOR'S** SCOPE OF WORK)

a) General Service Contractor shall provide coverage for damage to property in the course of installation or transit to the installation site.

b) Coverage shall be equal to the full replacement cost of the equipment or materials being installed. Coverage shall also be provided for any ensuing loss of Business or Rental Income.

c) General Service Contractor must determine if the Installation Floater policy, if in place for this project, is adequate to protect the interests of Owner.

d) Include a Waiver of Subrogation in favor of all Additional Insureds.

15. Builder's Risk Coverage:

(IF DESIGNATED BY **GENERAL SERVICE CONTRACTOR'S** SCOPE OF WORK)

The School District of Philadelphia will place a Builder's Risk policy to protect their interest and the interests of the General Service Contractor for the work to be completed. The following are the requirements to be provided under the policy that The School District of Philadelphia elects to place:

a) Full Replacement Cost Coverage
b) Permission to Occupy will be granted
c) All Risk Coverage
d) Business Income and Extra Expense

e) Soft Costs
f) Agreed Amount/No Coinsurance
g) Flood, subject to a Per Occurrence & Aggregate Limit of $PROJECT VALUE
h) Wind to the full policy limits
i) Earthquake, subject to a Per Occurrence & Aggregate Limit of $PROJECT VALUE
j) Boiler & Machinery Coverage
k) Terrorism Coverage
l) Property in Transit
m) Property at unnamed locations/off premises
n) Debris Removal/Demolition Costs
o) Pollutant Clean-up and Removal
p) Ordinance or Law
q) Fire Department Surcharge and Fire Department Equipment Discharge
r) Glass coverage
s) Outdoor Property and landscaping (subject to policy provisions
t) loss payable clause as deemed appropriate

The Builder's Risk Policy will include the following as NAMED INSUREDS: The School District of Philadelphia, General Service Contractor, Subcontractor, Sub-Subcontractors and all other parties where required by written contract.

A Waiver of Subrogation will be provided in favor of the following even if their negligence causes the loss and regardless of the extent of their insurable interest in the covered property: The School District of Philadelphia, General Service Contractor, Subcontractor, Sub-Subcontractors and all other parties where required by written contract.

12.2 **Notice of Claim or Lawsuit.** The General Service Contractor shall **promptly** advise The School District of Philadelphia in writing, upon notification of a claim or lawsuit based upon the General Service Contractor's services, omission or breach, that it will abide fully by General Condition 11. (**INDEMNIFICATION**) and General Condition 12. (**INSURANCE**) of the General Service Contract, and that the applicable insurance carrier(s) has (have) been advised to defend, indemnify, and hold harmless The School District of Philadelphia in accordance with the provisions of General Condition 11. (**INDEMNIFICATION**) and General Condition 12. (**INSURANCE**) of the General Service Contract. The General Service Contractor shall not decline to provide The School District of Philadelphia with full protection and coverage under General Condition 11. (**INDEMNIFICATION**) and General Condition 12. (**INSURANCE**) of the General Service Contract because some other Contractor or consultant may, in whole or in part, be responsible for the occurrence, death, injury, damage, or loss to persons or property, or economic loss, damage, or expense, or because The School District of Philadelphia may be a co-insured or an additional insured on some other Contractor's or consultant's policy of insurance. The General Service Contractor agrees that any violation of this Paragraph 12.2 of General Condition 12. (**INSURANCE**) shall be deemed a material breach of the General Service Contract.

13. CLAIMS AND DAMAGES

13.1 **Written Notice of Any Claim Required.** It is an express condition of the General Service Contractor's right to make a claim or to receive any recovery or relief under or in connection with the General Service Contract, that the General Service Contractor submit a written notice of potential claim to the School District in accordance with the provisions of this General Condition 13; provided, however, that with respect to requests for relief within the scope of General Condition 14. (**MODIFICATION OF CONTRACT DOCUMENTS**), the General Service Contractor shall submit a Change Order Request in accordance with the provisions of General Condition 13 before initiating a claim under this General Condition 13. Failure to comply with the provisions hereof shall constitute a waiver by the General Service Contractor of any right, equitable or otherwise, to bring any such claim against the School District. Nothing in this General Condition 13 is intended to expand the rights of the General Service Contractor as they otherwise exist under the General Service Contract.

13.2 **Contents of Notice.** The written notice of potential claims shall set forth: (1) the reasons for which the General Service Contractor believes additional compensation will or may be due; (2) the nature of the costs involved; (3) the General Service Contractor's plan for mitigating such costs; and (4) the amount of the potential claim.

13.3 **Timing of Notice.** The Notice provided above shall be given within 10 calendar days after the happening of the event or occurrence giving rise to the potential claim; provided, however, if the event or occurrence is claimed to be an act or omission of the School District, notice shall be given prior to the time for performance of the portion of the Work to which such act or omission relates.

13.4 **Non-Exclusive Provision.** The notice requirements of this General Condition 13 are in addition to any other notice requirements set forth in the Contract Documents.

13.5 **Filing of Claims; Timing.** Claims, including but not limited to claims for adjustments in Contract time of completion, Contract compensation, price or cost, or for interpretation of the requirements of the Contract Documents shall be submitted to the School District in writing with a request for a formal decision in accordance with the provisions of this General Condition 13. Claims shall be submitted by the General Service Contractor to the School District, within 10 calendar days after the occurrence of the event or occurrence giving rise to the claim, in sufficient detail so that the basis and amount of said claims can be ascertained. The School District, in its sole discretion, may review such claims with the Project Designer or other School District Consultant(s). It will be the responsibility of the General Service Contractor to furnish, when requested by the School District, such further information and details as may be required to determine the facts or contentions involved in his claims, including a detailed statement responding to the School District's, Project Designer's, or other School District Consultant('s)(s') position. The General Service Contractor agrees that it shall give the School District, Project Designer, or other School District Consultant(s) access to its books, records and other materials relating to the Work, and shall cause its Subcontractors to do the same, so that such claims can be investigated.

13.6 **Decision by the School District.** At the request of the School District, the Project Designer or other School District Consultant(s) shall review such claims and, within seven (7) business days of such claim, shall make recommendations to the School District to either: (1) reject the claims in whole or in part, stating the reasons for rejection, (2) approve the claims, or (3) suggest and implement a compromise. The School District shall review the recommendations of the Project Designer or other School District Consultant(s) and render its decision on such claims. The rendering of such a decision by the School District pursuant to this Paragraph 13.6 herein shall be a condition precedent to any exercise of remedies that either party may have under the Contract Documents, at law, in equity or otherwise with respect to such claims.

13.7 **Waiver of Claims.** If a claim has not been resolved, unless the party making the claim has within five (5) business days after the decision of the School District either modified the initial claim or notified the School District that the initial claim stands, the decision of the School District with regard to such claim shall be final and binding upon the party making the claim and shall not be subject to further appeal or determination.

13.8 **No Claims After Final Payment.** In no event shall claims be made after Final Payment is made under General Condition 5. (**COMPENSATION AND PAYMENT**), and receipt and acceptance of Final Payment by the General Service Contractor shall be deemed a waiver of all claims by the General Service Contractor.

13.9 Should the General Service Contractor be of the opinion, at any time or times, that it is entitled to an equitable adjustment to the Contract compensation, price or cost for damages, losses, costs and/or expenses incurred by it in connection with the Work, it shall in each instance make a written claim therefore to the School District in accordance with the provisions of this General Condition 13. Unless such claim(s) and statement(s) shall be thus made and filed, the General Service Contractor's claim(s) for such additional compensation shall be held and taken to be absolutely invalidated, and it shall not be entitled to any compensation on account of such alleged damages, losses, costs and/or expenses.

13.10 The provisions of this General Condition 13 shall be held and taken to constitute a condition precedent to the right of the General Service Contractor to recover any additional compensation, damages, losses, costs or expenses from the School District, Project Designer, or other School District Project Consultant(s).

13.11 During the process of review and ruling upon the claim(s) by the School District, Project Designer, or other School District Consultant(s), the General Service Contractor shall prosecute the Work without delay.

13.12 It is understood and agreed, however, that nothing in this General Condition 13 shall be held or taken to enlarge in any way the rights of the General Service Contractor or the obligation of the School District under the Contract Documents.

14. MODIFICATION OF CONTRACT DOCUMENTS

14.1 The School District may, at any time, subject to the approval of the BOE and without notice to the sureties, make changes in the Project Specifications, Drawings, if any or other Project documents or Contract Documents if within its general scope, such changes to be in writing. If such changes cause an increase or decrease in the General Service Contractor's compensation or cost of, or time required for, performance of the General Service Contract, an equitable adjustment (Change Order) shall be made, and the General Service Contractor notified in writing accordingly; provided, however, that all equitable adjustments (Change Orders) relating to price and/or time, and all adjustments as to changes that relate to price and/or time, and all increases or decreases in compensation or cost, are subject to prior acceptance or approval by action item of the Board of Education of the School District of Philadelphia, or express ratification of changed or Change Order work already performed by action item of the Board of Education for the School District of Philadelphia.

14.2 The originator of the request for an equitable adjustment (Change Order) shall state in detail both the reason for his recommending the execution of such equitable adjustment (Change Order) and the scope of Work to be performed. Except as provided in General Condition, Paragraph 14.9 (**Change Directive and Disputed Scope of Work**), the General Service Contractor shall, within five (5) calendar days, submit to the School District, for approval, an itemized breakdown of the cost of additional or deleted Work. The request for an equitable adjustment (Change Order) shall include the following detailed backup that will allow the Project Designer and the School District to properly evaluate the proposal: (a) man-hours and rates for each trade involved in the change; (b) material and equipment costs; (c) detailed proposals for all subcontracted Work; (d) detailed proposals from material suppliers; (e) written explanation justifying additional compensation; (f) inclusion of applicable credits; and (g) unit prices (if applicable) included in the General Service Contractor's proposal shall govern to the extent applicable. The School District reserves the right to accept or reject a proposal of the General Service Contractor, to obtain quotations from other sources and to employ other parties to perform such Work, if so desired.

14.3 The amount of the equitable adjustment (Change Order) shall be determined by one of the following methods in the School District's sole discretion: (1) the application of unit prices set forth in the Bid of the General Service Contractor, or (2) a lump sum mutually negotiated and agreed upon by the School District and the General Service Contractor, or (3) on a time-and-material basis calculated as follows: prevailing minimum wages for all trades, including benefits, plus 35% for all taxes and insurances, plus 15% of this total for profit and overhead, plus actual costs of materials, including all applicable taxes, plus 15% for profit and overhead. There shall be no allowance for small tool usage and/or miscellaneous expendables. All equitable adjustments (Change Orders) relating to price and/or time shall be subject to prior acceptance or approval by action item of the Board of Education of the School District of Philadelphia, or express ratification of Change Order work already performed by action item of the Board of Education for the School District of Philadelphia.

14.4 Verbal instruction given by any of the officers, agents or employees of the BOE or School District which depart from the Contract Documents shall not be binding on the BOE and School District.

14.5 The General Service Contractor shall proceed with such equitable adjustments (Change Orders) after receiving the written authority therefore, and such Work shall be controlled by all the terms and provisions of the General Service Contract, subject to such prices as are agreed upon or established by the School District in its written directives.

14.6 The School District, acting through the Project Designer, shall have authority to order minor changes in the Work, not involving an adjustment in the General Service Contractor's cost, price or compensation, or an extension of the Contract time of completion, and not inconsistent with the intent of the Contract Documents. Such changes may be made through the RFI process or by mark-ups, comments or notations on shop drawings or submittals. Such changes shall be effected by written order, and shall be binding on the School District and General Service Contractor. The General Service Contractor shall carry out such written orders promptly.

14.7 If the General Service Contractor shall fail to perform such authorized Work by Change Order as aforedescribed, the School District may then arrange for the performance of said Work in any manner it may see fit, and the General Service Contractor shall not interfere with such performance of said Work. The School District may withhold payments due the General Service Contractor until any loss which may be sustained by the School District, because of the General Service Contractor's refusal to perform, can be definitely determined by the School District, and the amount of such loss shall be deducted from the balance due the General Service Contractor. Nothing in this General Condition 14. **MODIFICATION OF CONTRACT DOCUMENTS** shall excuse the General Service Contractor from proceeding with the General Service Contract as changed.

14.8 **Project Designer's Interpretations or Clarifications of Contract Documents.** As required, the Project Designer shall render, within a reasonable time, interpretations and clarifications of requirements of the Contract Documents as are necessary for proper execution or progress of the Work. The Project Designer shall make interpretations and clarifications consistent with the intent of and reasonably inferable from the Contract Documents. These interpretations and clarifications shall be in writing or in the form of drawings. These interpretations and clarifications include written documents issued by the Project Designer through the RFI process and written comments or notations on shop drawings or submittals. Sketches or drawings may be issued by the Project Designer, but are not required in each instance. The Project Designer's decisions on matters relating to artistic effect shall be final, if consistent with the intent of the Contract Documents, subject to the reasonable approval of the School District. The Project Designer shall distribute this information to all Project participants.

14.9 **Change Directive and Disputed Scope of Work.** When the School District and the Contractor disagree on the terms of an equitable adjustment (Change Order), whether scope, cost, or time of performance, or the School District has determined that the Work must be performed immediately to avoid project delay, the School District may issue a Change Directive. The School District may also issue a Change Directive for the purposes of maintaining Work continuity, or meeting time deadlines in Project Work schedules, or addressing unforeseen, differing or changed site or field conditions or errors or omissions in the Project Drawings, if any, Specifications or other documents that would cause interferences, delays or disruptions in the Work on the Project. The Change Directive instructs the General Service Contractor to proceed without delay with a change in the Work, (and to coordinate with other Contractors as required), for subsequent inclusion in a Change Order. The Change Directive shall contain a complete description of the change in the Work and shall designate the method to be followed to determine any change in the Contract cost, price or compensation, or an extension of the Contract time of completion. The General Service Contractor shall maintain detailed records of the Work required by the Change Directive, and shall submit these detailed records to the School District, together with other documents required for a Change Order. The General Service Contractor shall notify the School District of the complete schedule of the Work related to the Change Directive, prior to commencing the Work. After completion of the changed Work, the General Service Contractor shall submit an itemized account and supporting data necessary to substantiate the cost and time adjustments to the Contract. When the School District and the General Service Contractor or any of his Subcontractors disagree on whether Work is included in the Contract scope, the General Service Contractor shall proceed with the disputed Work without delay and coordinate such Work as necessary with other Contractors as required. The General Service Contractor shall maintain detailed records of all associated costs for the disputed Work

and shall be guided by Contract procedures for recovery of disputed costs pursuant to this General Condition 14. **MODIFICATION OF CONTRACT DOCUMENTS**. In the event of any dispute between the Contractor or its Subcontractor and the School District or the Project Designer concerning the scope of the Work, the Contractor or its Subcontractor shall, nevertheless, expeditiously proceed with the performance of the Work.

15. WORK OR PROJECT STOPPAGE, SUSPENSION OR ABANDONMENT

15.1 **Stoppage or Abandonment.** The School District may order the General Service Contractor, in writing, to stop or abandon all or any part of its Work, for the convenience of the School District, or for work stoppages beyond the control of the School District or the General Service Contractor. Any increased costs incurred as a result of the stoppage or abandonment of the Work shall be an equitable amount determined by the School District and the General Service Contractor in view of all the facts and circumstances. If, however, the Work is abandoned, the School District shall pay the General Service Contractor for all Work performed to the date of abandonment in accordance with Paragraph 16.1 (**Termination for Convenience**).

15.2 **Suspension for Convenience.** The School District shall have the right, at any time, during the term of the General Service Contract, to suspend all or any part of the Work, for the convenience of the School District, for the period of time that the School District, in its sole discretion, determines to be in the best interest of the School District, upon 3 calendar days' prior written notice to the General Service Contractor (except that in the event of a public emergency, as determined by the School District, no such period of notice shall be required.). The General Service Contractor shall be entitled to a 1-day extension of the time of performance provided in the General Service Contract for each day that it is suspended pursuant to this Paragraph 15.2 **Suspension for Convenience**. The School District shall have the right, during the period of any suspension pursuant to this Paragraph 15.2 **Suspension for Convenience** to terminate the General Service Contract as provided in General Condition 16. **TERMINATION**, Paragraph 16.1 **Termination for Convenience**, in General Condition 5. **COMPENSATION AND PAYMENT**, and elsewhere in the General Service Contract.

15.3 **Suspension of Work due to Unfavorable Conditions.** If, in the judgement of the Project Designer or School District, the General Service Contractor is taking undue risk of damage to any part of the Work of the Project by proceeding with the Work during unfavorable weather or other conditions, then the Project Designer or School District shall immediately verbally notify the General Service Contractor or its representative, at the Project site, to suspend operations because of said condition or conditions. The School District shall thereupon, by letter or telegram, confirm the verbal order to suspend the Work, either wholly or in part, for such period of time as may be necessary. No extension of the Contract time of completion may be requested by the General Service Contractor due to such suspension of the Work, and no allowance or additional compensation shall be made to the General Service Contractor for any expense resulting from suspension of the Work. The School District shall not be liable to the General Service Contractor in any event for any expenses, damages, losses or profits, anticipated or otherwise, or any other charges whatsoever arising out of a suspension in the Work of the General Service Contractor or any Contractor engaged on this Project. It shall be clearly understood that the failure of the Project Designer or School District to so advise the General Service Contractor regarding unfavorable conditions shall not relieve the General Service Contractor of its responsibility for compliance with all the terms of the General Service Contract.

16. TERMINATION

16.1 **Termination for Convenience.** Upon 5 working days' prior written notice to the General Service Contractor, the School District shall have the right to terminate the whole or any part of the General Service Contractor's Work under the General Service Contract, at the School District's sole discretion, and without penalty, cost, or liability to the School District, whenever it determines that such termination is in its own best interest. Upon such termination, the School District shall only be liable to the General Service Contractor for the actual costs of the Work satisfactorily performed prior to the date of

termination, plus a total combined markup of ten percent (10%) of such costs of the General Service Contractor and its Subcontractors for profit on such Work. The School District shall not be liable to the General Service Contractor for its anticipated profits and/or losses on the Work terminated.

16.2 **Termination for Default.** The School District shall have the right to terminate the whole or any part of the General Service Contractor's Work under the General Service Contract, upon 5 working days' prior written notice, or a shorter period of time if required or necessary under the circumstances on the Project, to the General Service Contractor specifying in reasonable detail the nature of the default, upon any of the following events of default on the part of the General Service Contractor:

(1) the General Service Contractor violates, or defaults in the performance of, or fails to comply with any of the provisions, terms, or conditions of the General Service Contract; or

(2) the General Service Contractor abandons the Work, or refuses or fails to prosecute the Work or any separable part thereof with such diligence as will ensure its completion within the time specified in the General Service Contract or any authorized extension thereof, or refuses or fails to complete the Work within such time; or

(3) the General Service Contractor refuses or fails to supply a sufficient number of properly skilled workers or proper or necessary materials, supplies or equipment; or

(4) the General Service Contractor refuses or fails to furnish suitable materials, supplies or equipment that comply with the Project Specifications or Contract requirements; or

(5) the General Service Contractor refuses or fails to make prompt payment to Subcontractors or suppliers for labor, materials, supplies or equipment after receiving such payment from the School District; or

(6) the General Service Contractor executes the Work improperly and refuses or fails to repair, remove or replace any of the Work found to be defective, unsuitable or not in accordance with the Project Specifications or Contract requirements; or

(7) appointment of a receiver, trustee or custodian to take possession of all or substantially all the assets of the General Service Contractor for the benefit of creditors, or any action taken or suffered by the General Service Contractor under any federal or state insolvency, bankruptcy, reorganization, moratorium or other debtor relief act or statute; or

(8) material falseness or inaccuracy of any representation or commitment of the General Service Contractor contained in the General Service Contract or in any other document submitted to the School District by the General Service Contractor in relation to the Work, the Advertisement or Invitation To Bid, or the Bid Proposal; or

(9) misappropriation by the General Service Contractor of any funds provided under the General Service Contract or failure by the General Service Contractor to notify the School District upon discovery of any misappropriation; or

(10) a violation of law which results in a guilty plea, a plea of nolo contendere, or conviction of a criminal offense by the General Service Contractor, its directors, employees, or agents (1) directly or indirectly relating to the General Service Contract or the Work required under the General Service Contract, whether or not such offense is ultimately adjudged to have occurred, or (2) which adversely affects the performance of the General Service Contract; or

(11) indictment of or issuance of charges against the General Service Contractor, its directors, employees or agents for any criminal offense or any other violation of law directly relating to the General Service Contract or the Work required under the General Service Contract or which adversely affects the performance of the General Service Contract, whether or not such offense or violation is ultimately adjudged to have occurred; or

(12) disregard of any laws, ordinances, codes, rules, regulations or orders of any public authority having jurisdiction over the Project or the Work or any instructions of the School District.

16.2.1 Cure of Default. Where such default arises from causes beyond the control of the General Service Contractor and without the fault or negligence of the General Service Contractor, the School District may, at its sole option, elect to notify the General Service Contractor in writing of such default and grant the General Service Contractor the opportunity to remedy same within a specified period of time provided in the written notice. The School District may extend such remedial time period, at its sole discretion, if there is evidence of the General Service Contractor's good faith effort to cure the default within such time period.

16.2.2 Termination Rights of the School District. Upon such termination, the School District may take over and complete the Work, by contract or otherwise, and may take possession of and use any materials, equipment, supplies, and plant on the Work site. After such termination, the General Service Contractor shall not be entitled to receive any further payments from the School District for the Work terminated under the General Service Contract. The General Service Contractor shall be liable to the School District for any losses, expenses, costs and damages resulting from such termination, including but not limited to, any increased costs incurred by the School District in remedying defects in the Work or completing the Work.

16.2.3 Conversion of Default to Convenience. If, after the General Service Contractor has been terminated for default, it is determined that none of the circumstances or grounds for default existed, then such termination for default shall be automatically considered, deemed or converted to a termination for convenience.

16.2.4 General Termination Provisions.

(1) Upon receipt of the Notice of Termination, the General Service Contractor shall promptly stop all Work terminated under the General Service Contract, terminate all orders and Subcontracts related to the performance of the Work terminated, and place no further orders or Subcontracts for labor, materials, supplies, equipment, services or facilities related to the Work terminated. The General Service Contractor shall take such actions as may be necessary, or as the School District may direct, to protect and preserve all completed Work under the General Service Contract.

(2) Within 5 working days after receipt of the Notice of Termination, or such shorter period of time if required by the School District in the Notice of Termination, the General Service Contractor shall deliver to the School District all completed or partially completed plans, drawings, information and other property related to the Work, and all fabricated or unfabricated parts, Work in progress, partially completed supplies, equipment, materials, parts, tools, and fixtures, and completed Work, supplies, equipment, and other material produced as part of or acquired in connection with the Work terminated by the Notice of Termination.

(3) The General Service Contractor shall complete performance of such part of the Work that has not been terminated by the Notice of Termination.

(4) The rights and remedies of the School District provided herein shall not be exclusive and are in addition to any other rights and remedies provided in the General Service Contract or otherwise available in law or equity.

17. MISCELLANEOUS PROVISIONS

17.1 **Governing Law.** Unless otherwise provided in the Contract Documents, this General Service Contract shall be governed by the laws of the Commonwealth of Pennsylvania and laws of the City of Philadelphia.

17.2 **Successors and Assigns.** The School District and the General Service Contractor each binds himself, his partners, heirs, executors, administrators, successors, permitted assigns, and legal representatives to the other party hereto and to the partners, heirs, executors, administrators, successors, permitted assigns, and legal representatives of such other party in respect to all covenants, agreements, and obligations contained in the Contract Documents.

17.3 **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person with receipt obtained to the individual or member of the firm or entity or to an officer of the corporation for whom it was intended, or if delivered at or sent by a national overnight express carrier (e.g., Federal Express, Express Mail), or by facsimile (with copy by registered or certified United States mail, return receipt requested, postage prepaid), or by registered or certified United States mail, return receipt requested, postage prepaid, to the last business address known to him who gives the notice.

17.4 **Rights and Remedies.** The duties and obligations of the General Service Contractor imposed by the Contract Documents and the rights and remedies of the School District available thereunder shall be in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available at law or in equity. The failure of the School District, Project Designer, or other School District Consultant(s) to insist in any one or more instances upon the strict performance of any one or more of the provisions of this General Service Contract, or to exercise any right(s) herein contained or provided by law, shall not be construed as a waiver or relinquishment of such provision or right(s) or of the right to subsequently demand such strict performance or exercise such right(s), and the right(s) shall continue unchanged and remain in full force and effect. The General Service Contractor agrees that he can be adequately compensated by money damages for any breach of this Contract which may be committed by the School District and hereby agrees that no default, act, or omission of the School District, Project Designer or other School District Consultant(s) shall constitute a material breach of the General Service Contract entitling the General Service Contractor to cancel or rescind the provisions of this General Service Contract or (unless the School District shall so consent or direct in writing) to delay, suspend or abandon performance of all or any part of the Work. The General Service Contractor hereby waives any and all rights and remedies to which he might otherwise be or become entitled, subject to the provisions of Paragraph 3.5 of General Condition 3. **SCHEDULE AND TIME OF COMPLETION**.

17.5 **Unenforceability of Any Clause.** If any clause of the Contract Documents is held as a matter of law to be invalid, unenforceable or unconscionable, the remainder of the Contract Documents shall be valid and enforceable without such clause.

17.6 **Forum; Consent to Jurisdiction.** The parties agree that when any dispute between the parties cannot be amicably resolved and resort is made to legal action, any lawsuit, action, claim, or legal proceeding involving, directly or indirectly, any matter arising out of or related to the General Service Contract, or the relationship created or evidenced thereby, shall be brought exclusively in a federal or state court of competent jurisdiction in and only in Philadelphia County, Pennsylvania. It is the express intent of the parties that jurisdiction over any lawsuit, action, claim, or legal proceeding shall lie exclusively in this forum. The parties further agree not to raise any objection, as to forum or venue, to any lawsuit, action, claim, or legal proceeding which is brought in this forum, and the parties expressly consent to the jurisdiction and venue of this forum.

17.7 **School District Liability, Responsibility or Risk of Loss.** Notwithstanding any other provisions of the General Service Contract or any Addenda or Modifications to the contrary or the School District's health and safety program, guidelines, procedures, and requirements, the School District retains its statutory immunity as provided pursuant to the laws of the Commonwealth of Pennsylvania, 42 Pa C.S.A. §§ 8501, 8541. The General Service Contractor acknowledges that the School District:

(1) Is a local agency, as defined in 42 Pa. C.S.A. § 8501, § 8541, and,

(2) Does not waive its defense of statutory immunity derived therefrom.

17.8 **Compliance with Laws and Regulations.** All Work performed on the Project by the General Service Contractor and his Subcontractors shall strictly conform to all federal, state, and local laws, statutes, codes, and ordinances and the applicable rules, regulations, policies, methods and procedures of the School District and all governmental bodies, boards, bureaus, offices, commissions, and other agencies, including but not limited to the School District's health and safety program, guidelines, procedures, and requirements and the School District's SRC and Board of Education policies.

17.9 **Publicity.** Neither the School District nor the General Service Contractor and its Subcontractors shall publicize the General Service Contract or the Work, or attribute any comments or views about this General Service Contract or the Work to employees or agents or officials of the other party, by press conference, press release, advertising or public relations materials without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, that nothing in this Paragraph 17.9 shall be construed to prohibit either party from making any disclosure relating to the General Service Contract or Work that is required under federal or state securities laws or state or local election laws, or to prohibit either party from publicizing, with reasonable prior notice to the other party, the fact that the General Service Contract has been entered into, the subject matter of the General Service Contract, or the amount of the General Service Contract. Except as may be required for its performance of the General Service Contract, or as mutually agreed by the School District and General Service Contractor, the General Service Contractor shall refer all press and public inquiries regarding the Project to the School District's Director of Maintenance during the term of the General Service Contract. At any time thereafter, the General Service Contractor may respond to press and public inquiries regarding the Project following notice to the School District's Director of Maintenance. During the term of the General Service Contract, the General Service Contractor shall provide reasonable assistance to the School District in public relations activities, and shall prepare appropriate information for, and when requested, attend public meetings regarding the Project.

17.10 **Conflict of Interest.**

17.20.1 Disclosure of Conflict of Interest. The General Service Contractor represents, warrants and covenants that it has no public or private interest, which does or may conflict in any manner with the performance of the Work and that neither it, nor any of its directors, officers, members, partners, employees, or Subcontractors has or shall, during the duration of the Project acquire, directly or indirectly, any such interest. The General Service Contractor shall disclose promptly and fully to the School District's Responsible Officer all interests which constitute or may constitute such a conflict.

17.20.2 Improper Gift; Improper Relationship. The General Service Contractor represents, warrants and covenants that it has not directly or indirectly offered or given and shall not directly or indirectly offer or give any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal or minimal value to any School District employee who participated in the decision to authorize or enter into this General Service Contract. The General Service Contractor warrants that, to its knowledge, neither a School District employee or officer who participated in the decision to enter into this General Service Contract, nor any member of the employee's immediate family, receives more than $1,000 per year from the General Service Contractor, has a direct or indirect investment worth $1,000 or more in the General Service Contractor or is a director, officer, partner, trustee or employee of the General Service Contractor.

17.20.3 School District Employees Not to Benefit. The General Service Contractor shall not make any payment or give anything of more than nominal value to any School District official or employee except in accordance with Applicable Law and School District policy. The General Service Contractor shall comply with the School District's Vendor Code of Ethics, and also, to the extent applicable, with the School District's Code of Ethics for School District officers and employees. The General Service Contractor shall disclose to the School District the name of each School District official or employee who receives payment from the General Service Contractor, the amount such official or employee receives and the services rendered by the official or employee in consideration of the payment.

17.11 **Survival.** Any and all provisions set forth in the General Service Contract which, by its or their nature, would reasonably be expected to be performed after the termination of the General Service

Contract shall survive and be enforceable after such termination, including, without limitation, the following:

(1) Any and all liabilities, actual or contingent, which shall have arisen in connection with the General Service Contract;

(2) The General Service Contractor's representations, certifications, warranties, guarantees and covenants set forth herein;

(3) General Condition 5. **COMPENSATION AND PAYMENT**;

(4) General Condition 11. **INDEMNIFICATION**;

(5) General Condition 13. **CLAIMS AND DAMAGES**;

(6) General Condition 14. **MODIFICATION OF CONTRACT DOCUMENTS**;

(7) General Condition 16. **TERMINATION**;

(8) General Condition 17. **MISCELLANEOUS PROVISIONS**, Paragraph 17.1 **Governing Law**; and

(9) General Condition 17. **MISCELLANEOUS PROVISIONS**, Paragraph 17.6 **Forum; Consent To Jurisdiction**.

17.12 **No Waiver.** No delay or omission by either party hereto to exercise any right or power occurring upon any noncompliance or default by the other party with respect to any of the terms of the General Service Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be observed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in the General Service Contract shall be cumulative and in addition to, and not in lieu of, any other remedies available to either party at law, in equity, or otherwise. No term or provision hereof shall be deemed waived by the parties, unless such waiver or consent shall be in writing signed by both parties. No breach shall be excused, unless the agreement to excuse that breach is in writing signed by the non-breaching party.

17.13 **Severability and Partial Invalidity.** The provisions of the General Service Contract shall be severable. If any provision of the General Service Contract, or the application thereof, for any reason or circumstance, is to any extent held to be invalid or unenforceable, the remaining provisions of the General Service Contract (as well as the application of all provision(s) that were held to be invalid or unenforceable to persons or entities other than those as to which they were held invalid or unenforceable) shall not be affected or impaired thereby; and each provision of the General Service Contract shall be valid and enforceable to the fullest extent permitted by law. If any of the provisions of the General Service Contract are determined to be invalid, then such invalidity shall not affect or impair the validity of the other remaining provisions, which shall be considered severable, and shall remain in full force and effect.

17.14 **Statutes of Limitation and Statute of Repose.** The School District is a "political subdivision" and an "agency of the legislature" of the Commonwealth of Pennsylvania. Pursuant to the Constitution of the Commonwealth of Pennsylvania, Pa. Cons. Art. 3, § 14, the Public School Code, 24 P.S. § 7-701, and the Pennsylvania Code, 25 Pa. Admin. Code § 171.13, the School District of Philadelphia has mandatory duties and obligations to provide necessary grounds and suitable school buildings to accommodate children attending school in its school district, and to construct, furnish, equip, and maintain its school buildings and grounds in a proper, safe and healthful manner. Therefore, the School District of Philadelphia has the right to invoke the doctrine of "nullum tempus occurrit regi", and the Pennsylvania statutes of limitation, 42 Pa.C.S.A. §§ 5523, 5524, 5525 & 5527, and Pennsylvania statute of repose, 42 Pa.C.S.A. § 5536, do not apply to the School District of Philadelphia and its contracts for work or services for its school grounds and buildings and its school construction projects.

17.15 **Certification Regarding Debarment, Suspension and Ineligibility.** The General Service Contractor represents and warrants to the School District that neither the General Service Contractor nor any of its principals or Subcontractors are under suspension or debarment, have received a notice of commencement of proceedings for debarment, or have been declared ineligible by the Commonwealth of Pennsylvania, the City of Philadelphia, any Federal agency or any school district. The General Service Contractor shall provide immediate written notice to the School District's Director of Maintenance if at any

time during the term of the General Service Contract, the General Service Contractor learns that the certification made in this Paragraph 17.15 herein was erroneous when the General Service Contractor signed the General Service Contract or subsequently became erroneous by reason of changed circumstances.

17.16 **No Third Party Beneficiaries.** The General Service Contractor agrees that nothing contained in the Contract Documents or any contract(s) between the School District, on the one part, and the Project Designer or other School District Consultant(s), on the other part, shall create any contractual relationship between the General Service Contractor, on the one part, and the School District or Project Designer or other School District Consultant(s), on the other part, or between the School District or Project Designer or other School District Consultant(s), on the one part, and any Subcontractor(s), on the other part. The General Service Contractor acknowledges and agrees that this General Service Contract is not intended to create, nor shall any provision be interpreted as creating, any contractual relationship between the School District or General Service Contractor, on the one part, and any third parties, on the other part, except as expressly provided in Subparagraph 5.14 and General Condition 7. **OTHER CONTRACTS AND CONTRACTORS**.

17.17 **Conflicts within Contract Documents.** The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. If any portion of the Contract Documents shall be in conflict with any other portion, the various documents comprising the Contract Documents shall be considered complementary.

17.18 **Examination of Records.** The General Service Contractor agrees, upon request and without expense to the School District, to make available its books and records concerning charges, fees and costs under this General Service Contract, in the administrative offices of the School District, for inspection by appropriate School District agents. The General Service Contractor agrees that the School District shall, until the expiration of 3 years after final payment under this General Service Contract or 5 years after termination of this General Service Contract, whichever is later, have access to and the right to examine and copy directly pertinent books, documents, papers and records of the General Service Contractor directly related to this General Service Contract which have not been previously delivered to the School District. The period of access and examination for records shall continue during any litigation and until the settlement of claims arising out of the performance of this General Service Contract.

17.19 **Taxes.**

17.19.1 General. Any Contractor or vendor of goods, wares and merchandise or purveyor of services who has been awarded a contract by the City and/or School District of Philadelphia will be liable for payment of one or more of the following taxes set forth in Paragraph 17.19 **Taxes**. The General Service Contractor, if not already paying the aforesaid taxes, shall promptly apply to the City of Philadelphia, Department of Revenue, Municipal Services Building, 1401 John F. Kennedy Boulevard, Philadelphia, PA 19107, for a tax account number and shall file the appropriate business tax returns as provided by law.

17.19.2 City Taxes and/or School District Taxes.

(1) Mercantile License Tax

(2) Net Profits Tax

(3) Wage Tax

(4) Business Privilege Tax

17.19.3 Sales Tax (Commonwealth of Pennsylvania). The General Service Contractor shall pay all sales, consumer, use, and similar taxes for the Work or portions thereof provided by the General Service Contractor, which are legally enacted at the time bids are received, whether or not yet effective. The General Service Contractor who purchases and furnishes to the School District tangible personal

property in furtherance of its contract is exempt from the Pennsylvania Sales Tax, provided such property is not affixed to the building or grounds. The General Service Contractor may obtain the form(s) for this sales and use tax exemption from the Pennsylvania Department of Revenue. The General Service Contractor shall refer to the Pennsylvania Department of Revenue Act 45 of 1998, which created an exemption called "Building Machinery and Equipment", for any sales and use tax exemptions relating to school construction projects, and shall complete the required exemption documents for its vendors. Information concerning the Pennsylvania Department of Revenue's Act 45 of 1998 and the "Building Machinery and Equipment" exemption can be found at the following website address:

https://www.revenue.pa.gov/TaxTypes/SUT/Pages/Act%2045%20of%201998.aspx

17.19.4 Sales and Use Tax Refunds. The General Service Contractor agrees to execute all documents requested by the School District or its representative, and to provide prompt access to the School District or its representative, to all documents of the General Service Contractor and its Subcontractors and Sub-subcontractors related to the Work on the Project, to assist the School District in making a claim or filing a petition for a refund of sales and/or use tax. The General Service Contractor hereby assigns to the School District all of its right, title and interest in any sales or use tax paid or reimbursed by the School District that may be refunded as a result of any documentation, services, labor, supplies, tools, materials, or equipment purchased in connection with the General Service Contract. The General Service Contractor authorizes the School District, in its own name or the name of the General Service Contractor, to file a claim for a refund of any sales or use tax subject to this assignment. Likewise, the School District hereby assigns to the General Service Contractor all of its right, title and interest in any sales or use tax paid by the General Service Contractor and not reimbursed by the School District that may be refunded as a result of any documentation, services, labor, supplies, tools, materials, or equipment purchased in connection with the General Service Contract, and agrees to file, or at the School District's option, cooperate in the General Service Contractor's filing of, a claim for a refund of any sales or use tax subject to this assignment.

17.19.5 [Not Used]

17.19.6 School District Tax-Exemption. Notwithstanding any other provision of the General Service Contract to the contrary, the School District represents that it is a tax-exempt organization and is therefore not subject to taxes arising out of the General Service Contract or the General Service Contractor's performance under the General Service Contract. In the event, however, that the General Service Contractor is assessed or levied any taxes, fees, or similar charges related to the General Service Contract or the General Service Contractor's performance hereunder (except income or corporate taxes assessed against or levied on the General Service Contractor), the School District agrees to cooperate fully with the General Service Contractor, at School District expense, in any administrative actions or legal proceedings with the appropriate taxing authorities. If a final judgment is entered against the General Service Contractor relating to the payment of such taxes, fees, or charges, the School District agrees to indemnify the General Service Contractor for the amount thereof, including any penalties incurred in such review or contest. In no event shall the General Service Contractor be exposed to any liability for the payment or nonpayment of any such taxes, charges, or fees.

[17.20 **Compliance with Davis-Bacon Act and Davis-Bacon Act Regulations.** The General Service Contractor shall comply with all terms and conditions of the Davis-Bacon Act, 40 USCS §§ 3141, et seq., and the Davis-Bacon Act Regulations, 29 CFR Parts 1, 3, and 5, if applicable to the General Service Contractor or the General Service Work on the Project. The contract requirements of the Davis-Bacon Act and Davis-Bacon Act Regulations are below.

Wage Rates.

The Project covered by this Contract is being financed, in whole or in part, by Qualified School Construction Bonds (the "Bonds") authorized pursuant to the provisions of the American Recovery and Reinvestment Act ("ARRA"). As required under ARRA and the Davis-Bacon Act, the Davis-Bacon Act Labor Standards set forth in the clauses below shall apply to the construction, alteration and/or repair work to be performed under this Contract utilizing the proceeds of the Bonds. All laborers and mechanics

employed by Contractors and Subcontractors on construction, alteration or repair projects are required to be paid wages at not less than those prevailing on projects of a character similar in the locality, as determined by the United States Secretary of Labor in accordance with the Davis-Bacon Act, 40 USCS §§ 3141, et seq., and the Davis-Bacon Act Regulations ("Regulations"), 29 CFR Parts 1, 3, and 5.

17.20.1 Definitions.

(a) "Site of the work" shall mean the physical place(s) where the work called for in the Contract will remain when work is completed, and any other site where a significant portion of the work is constructed; provided that such site is established specifically for the performance of the Contract or Project.

(b) "Wage", "scale of wages", "wage rates", "minimum wages" and "prevailing wages" shall include: (i) the basic hourly rate of pay; (ii) fringe benefits, including medical or hospital care, pensions on retirement or death, compensation for injuries or illness resulting from occupational activity, or insurance to provide any of the foregoing, unemployment benefits, life insurance, disability insurance, sickness insurance, or accident insurance, vacation and/or holiday pay, defraying costs of apprenticeship or other similar programs, or other bona fide fringe benefits, but only where the Contractor or Subcontractor is not required by other federal, state or local law to provide any of those benefits; (iii) any contribution irrevocably made by a Contractor or Subcontractor to a trustee or to a third person pursuant to a bona fide fringe benefit fund, plan, or program; and (iv) the rate of costs to the Contractor or Subcontractor that may be reasonably anticipated in providing bona fide fringe benefits to laborers and mechanics pursuant to an enforceable commitment to carry out a financially responsible plan or program which was communicated in writing to the laborers and mechanics affected.

(c) "Laborers" and "Mechanics" shall include at least those workers whose duties are manual or physical in nature (including those workers who use tools or who are performing the work of a trade), as distinguished from mental or managerial, apprentices, trainees, helpers, and watchmen or guards if the Contract is subject to the Contract Work Hours and Safety Standards Act. "Laborers" and "Mechanics" shall not include workers whose duties are primarily administrative, executive, or clerical, rather than manual.

(d) "Construction, alteration or repair" shall mean all types of work done with proceeds of the Bonds on a particular building or work at the site of the work, including, without limitation, altering, remodeling, installation on the site of the work of items fabricated off-site, painting and decorating, the transportation of materials and supplies to or from the site of the work, and the manufacturing or furnishing of materials, articles, supplies, or equipment on the site of the work.

(e) "Wage determination" shall include the original decision and any subsequent decisions modifying, superseding, correcting, or otherwise changing the provisions of the original decision.

(f) "Contracting Officer" shall mean the individual, a duly appointed successor, or authorized representative who is designated and authorized to enter into contracts on behalf of the School District or his designee.

(g) "Administrator" shall mean the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, or authorized representative.

(h) "Secretary" shall include the Secretary of Labor, the Deputy Under Secretary for Employment Standards, and their authorized representatives.

(i) "Apprentice" shall mean a person employed and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services ("OATELS"), or with a State Apprenticeship Agency recognized by the OATELS, or a person in the first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the OATELS or a State Apprenticeship Agency (where

appropriate) to be eligible for probationary employment as an apprentice.

(j) "Trainee" shall mean a person registered and receiving on-the-job training in a construction occupation under a program which has been approved in advance by the U.S. Department of Labor, Employment and Training Administration, as meeting its standards for on-the-job training programs and which has been so certified by that Administration.

17.20.2 Minimum Wages. All laborers and mechanics employed or working upon the site of the work shall be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determinations of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

(a) Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b) (2) of the Davis-Bacon Act (40 USCS §3141(2)(B)(ii)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of Regulations, 29 CFR § 5.5(a)(1)(iv), and this Paragraph; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid not less than the appropriate wage rate and fringe benefits in the wage determination for the classification of work actually performed, without regard to skill, except as provided in Regulations, 29 CFR § 5.5(a)(4), and this Paragraph. Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein; provided that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under Regulations, 29 CFR § 5.5(a)(1)(ii) and this Paragraph, and the Davis-Bacon poster (WH-1321) shall be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

(b) Any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the Contract shall be classified in conformance with the wage determination. The School District shall approve an additional classification and wage rate and fringe benefits therefore only when all the following criteria have been met:

(1) The work to be performed by the classification requested is not performed by a classification in the wage determination;

(2) The classification is utilized in the area by the construction industry; and

(3) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(c) If the Contractor and the laborers and mechanics to be employed in the classification (if known) or their representatives, and the School District agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the School District to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator of the Wage and Hour Division, or an authorized representative, will approve, modify or disapprove every additional classification action within 30 days of receipt and so advise the School District or will notify the School District within the 30-day period that additional time is necessary.

(d) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the School District do not agree on the proposed classification

and wage rate (including the amount designated for fringe benefits, where appropriate), the School District shall refer the questions, including the views of all interested parties and the recommendation of the School District, to the Administrator of the Wage and Hour Division for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the School District or will notify the School District with the 30-day period that additional time is necessary.

(e) The wage rate (including fringe benefits where appropriate) determined pursuant to § 5.5(a)(1)(ii)(B) or (C) of the Regulations, 29 CFR Part 5, and this Paragraph shall be paid to all workers performing in the classification under this Contract from the first day on which work is performed in the classification.

(f) Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(g) If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program; provided that the Secretary of Labor has found, upon the written request of the Contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

17.20.3 Withholding. The School District shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld from the Contractor under this Contract so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including any apprentices, trainees and helpers, employed by the Contractor or any Subcontractor the full amount of wages required by the Contract and liquidated damages. If amounts withheld under the Contract are insufficient to satisfy Contractor or Subcontractor liabilities, the School District will withhold payments from other contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act and are funded, in whole or in part, with proceeds of the Bonds. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the Contract, the School District may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment, advance or guarantee of funds until such violations have ceased.

(a) The School District may withhold from the Contract so much of accrued payments as the School District considers necessary to pay to laborers and mechanics employed by the Contractor or any Subcontractor on the work the difference between the rates of wages required by the Contract to be paid laborers and mechanics on the work and the rates of wages received by the laborers and mechanics and not refunded to the Contractor or Subcontractor or their agents.

(b) Payment of Wages. The School District shall pay directly to laborers and mechanics, but only from any accrued payments withheld under the terms of the Contract, any wages found to be due laborers and mechanics under the Davis-Bacon Act and the Regulations upon request by the U.S. Department of Labor.

(c) Right of Action. If the accrued payments withheld under the terms of the Contract are insufficient to reimburse all of the laborers and mechanics who have not been paid the wages required under the Davis-Bacon Act and Regulations, the laborers and mechanics have the same right to bring a civil action and intervene against the Contractor and the Contractor's Sureties as is conferred by law on persons furnishing labor or materials. In those proceedings it is not a defense that the laborers and mechanics accepted or agreed to accept less than the required rate of wages or voluntarily made refunds.

17.20.4 Payrolls and Basic Records.

(a) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of work, and preserved for a period of three (3) years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address and Social Security number of each such worker; his or her correct classification; hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act (40 USCS § 3141(2)(B)(ii)); daily and weekly number of hours worked; deductions made; and actual wages paid. Whenever the Secretary of Labor has found, under Regulations, 29 CFR § 5.5(a)(1)(iv), that the wages of any laborer or mechanic include the amount of costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(b) of the Davis-Bacon Act (40 USCS § 3141(2)(B)(ii)), the Contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

(b) The Contractor shall submit weekly for each week in which any contract work is performed, a copy of all payrolls to the School District utilizing U.S. Department of Labor Form WH347. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under Regulations, 29 CFR § 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose and may be obtained from the U.S. Department of Labor Wage and Hour Division Website at **https://www.dol.gov/agencies/whd/forms/wh347** or its successor site. The Prime Contractor is responsible for the submission of copies of payrolls by all Subcontractors. Contractors and Subcontractors shall maintain the full social security number and current address of each covered worker, and shall submit them to the School District, the Contractor, or the Wage and Hour Division of the U.S. Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of Regulations, 29 CFR § 5.5, to permit a Prime Contractor to require a Subcontractor to provide addresses and social security numbers to the Prime Contractor for its own records, without weekly submission to the School District.

(c) Each payroll submitted shall be accompanied by a "Statement of Compliance", signed by the Contractor or Subcontractor or his or her agent who pays or supervises the payment of the persons employed under the Contract and shall certify the following:

(1) That the payroll for the payroll period contains the information required to be provided under § 5.5(a)(3)(ii) of Regulations, 29 CFR Part 5, the appropriate information is being maintained under § 5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and that such information is correct and complete;

(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR Part 3; and

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the Contract.

(d) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirements for submission of the "Statement of Compliance"

required by § 5.5(a)(3)(ii)(B) of Regulations, 29 CFR Part 5.

(e) The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(f) The Contractor or Subcontractor shall make the records required under § 5.5(a)(3)(i) of Regulations, 29 CFR Part 5, and this Paragraph available for inspection, copying or transcription by authorized representatives of the School District, or the U.S. Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the Contractor or Subcontractor fails to submit the required records or to make them available, the Contracting Officer, may, after written notice to the Contractor, take such action as may be necessary to cause the suspension of any further payment or advance of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to Regulations, 29 CFR § 5.12.

17.20.5 Apprentices and Trainees.

(a) Apprentices. Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services ("OATELS"), or with a State Apprenticeship Agency recognized by the OATELS, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the OATELS, or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated herein, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a Contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or Subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator of the Wage and Hour Division determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the OATELS, or a State Apprenticeship Agency recognized by the OATELS, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(b) Trainees. Except as provided in Regulations, 29 CFR § 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services ("OATELS"). The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the OATELS. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of

fringe benefits listed in the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate in the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the OATELS shall be paid not less than the applicable wage rate in the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate in the wage determination for the work actually performed. In the event the OATELS withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(c) Equal Employment Opportunity. The utilization of apprentices, trainees and journeymen under Regulations, 29 CFR Part 5, shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

17.20.6 Compliance with Copeland Act Requirements. The Contractor shall comply with the requirements of Regulations, 29 CFR Part 3, which are hereby incorporated by reference into this Contract.

17.20.7 Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the clauses contained in Regulations, 29 CFR § 5.5(a)(1) through (10), all of the provisions contained in this Paragraph, and such other clauses as the School District, may by appropriate instructions require, and also a clause requiring the Subcontractors to include these clauses and provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with all the contract clauses in Regulations, 29 CFR § 5.5, and all of the contract provisions contained in this Paragraph or such other clauses as the School District, may by appropriate instructions, require. Within 14 days after award of the Contract (or if the Contract (or subcontract) has been previously awarded, within 14 days after incorporation of these provisions in this Paragraph), the Contractor shall deliver to the Contracting Officer a completed Standard Form (SF) 1413, Statement and Acknowledgment, for each subcontract for construction, including the subcontractor's signed and dated acknowledgment that all of the clauses set forth in this Paragraph have been included in the subcontract. Within 14 days after the award of any subsequently awarded subcontract (or if the Contract (or subcontract) has been previously awarded, within 14 days after incorporation of these provisions in this Paragraph), the Contractor shall deliver to the Contracting Officer an updated completed SF 1413 for each additional subcontract. The Contractor shall insert the substance of this clause, including this Paragraph, in all subcontracts for construction.

17.20.8 Contract Termination; Debarment. A breach of the contract clauses in Regulations, 29 CFR § 5.5, or this Paragraph may be grounds for termination of the Contract, and for debarment as a Contractor and a Subcontractor as provided in Regulations, 29 CFR § 5.12.

(a) Termination of Work on Failure to Pay Agreed Wages. If the School District finds that any laborer or mechanic employed by the Contractor or any Subcontractor directly on the site of the work covered by the Contract has been or is being paid a rate of wages less than the rate of wages required by the Contract to be paid, the School District, by written notice to the Contractor, may terminate the Contractor's right to proceed with the work or the part of the work as to which there has been a failure to pay the required wages. The School District may have the work completed, by contract or otherwise, and the Contractor's Sureties shall be liable to the School District for any excess costs the School District incurs.

17.20.9 Compliance with Davis-Bacon and Related Act Requirements. All rulings and interpretations of the Davis-Bacon and related Acts contained in Regulations, 29 CFR Parts 1, 3, and 5, are hereby incorporated by reference into this Contract.

17.20.10 Disputes Concerning Labor Standards. Disputes arising out of the labor standards provisions of this Contract shall not be subject to the general disputes clause of this Contract. Such disputes shall be resolved in accordance with the procedures of the U.S. Department of Labor set

forth in Regulations, 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this Paragraph include disputes between the Contractor (or any of its Subcontractors) and the School District, the U.S. Department of Labor, or the employees or their representatives.

17.20.11 Certification of Eligibility.

(a) By entering into this Contract, the Contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Federal Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or Regulations, 29 CFR § 5.12(a)(1).

(b) No part of this Contract shall be subcontracted to any person or firm ineligible to be awarded Federal Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or Regulations, 29 CFR § 5.12(a)(1).

(c) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. § 1001.

17.20.12 Contract Work Hours and Safety Standards Act. All of the provisions of this Paragraph are applicable when the amount of the Prime Contract exceeds $100,000.00. As used in this Paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

(a) Overtime Requirements. No Contractor or Subcontractor contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of 40 hours in such workweek, unless such laborer or mechanic receives compensation at a rate not less than 1 ½ times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

(b) Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of the provisions set forth in this Paragraph, the Contractor and any Subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such Contractor and Subcontractor shall be liable to the School District, for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the provisions set forth in this Paragraph, in the sum of $10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by this Paragraph.

(c) Withholding for Unpaid Wages and Liquidated Damages. The School District shall, upon its own action or upon written request of an authorized representative of the U.S. Department of Labor, withhold or cause to be withheld, from any monies payable on account of work performed by the Contractor or Subcontractor under the Contract or any other contract with the same Contractor funded, in whole or in part, with proceeds of the Bonds, such sums as may be determined to be necessary to satisfy any liabilities of such Contractor or Subcontractor for unpaid wages and liquidated damages as provided in this Paragraph. If amounts withheld under the Contract are insufficient to satisfy Contractor or Subcontractor liabilities, the School District will withhold payments from other contracts held by the same Contractor that are subject to the Contract Work Hours and Safety Standards Act and are funded, in whole or in part, with proceeds of the Bonds.

(d) Payroll and Basic Records. The Contractor or Subcontractor shall maintain payrolls and basic payroll records during the course of the work and the Contract, and shall preserve them for a period of three (3) years from the completion of the Contract, for all laborers and mechanics, including guards and watchmen, working on the Contract. Such records shall contain the name and address of each such employee, social security number, correct labor classifications, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this Paragraph shall be made available by the Contractor or Subcontractor for inspection, copying, or transcription by authorized representatives of the School District or the U.S. Department of Labor, and

the Contractor or Subcontractor shall permit such representatives to interview employees during working hours on the job. The records need not duplicate those required for construction, alteration or repair work by U.S. Department of Labor regulations at 29 CFR § 5.5(a) (3) implementing the Davis-Bacon Act.

(e) Subcontracts. The Contractor or Subcontractor shall insert in any Subcontracts the provisions set forth in this Paragraph, and also a clause requiring the Subcontractors to include these provisions in any lower tier subcontracts. The Prime Contractor shall be responsible for the compliance by any Subcontractor or lower tier subcontractor with the contract provisions set forth in this Paragraph.

[17.20 **Compliance with Pennsylvania Prevailing Wage Act and Prevailing Regulations.** The General Service Contractor shall comply with all terms and conditions of the Prevailing Wage Act, 43 P.S. §§ 165-1, et seq., and the Prevailing Regulations, 34 PA Code §§ 9.101, et seq., if applicable to the General Service Contractor or the General Service Work on the Project. The contract requirements of the Prevailing Wage Act and Prevailing Regulations are below.

Wage Rates.

17.20.1 The current prevailing minimum wage rates, including contributions for employee benefits, for the respective crafts and classifications as determined by the Secretary of Labor and Industry of the Commonwealth of Pennsylvania ("Pennsylvania Secretary of Labor and Industry") shall be paid to all workers engaged in Work under this Contract. Workers include laborers, mechanics, skilled and semiskilled laborers and apprentices employed by the Contractor or any Subcontractor and engaged in the performance of services directly upon School District facilities, but do not include material suppliers or their employees who do not perform services at the job site. Apprentices are persons employed and working under a bona fide apprenticeship program, directly related to the particular craft involved in the construction industry and registered with and approved by the Pennsylvania Apprenticeship and Training Council and whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act (43 P.S. § 90.1 et seq.) approved July 14, 1961 (No. 304). The Contractor and his Subcontractors shall pay at least the wage rates as determined in the decision of the Secretary of Labor and Industry to workers engaged in Work under this Contract. The Contractor and his Subcontractors shall comply with the conditions of the Pennsylvania Prevailing Wage Act (43 P.S. § 165-1 et seq.) approved August 15, 1961 (No. 442), as amended August 9, 1963 (No. 342), and the Prevailing Regulations (34 PA Code § 9.101 et seq.) approved May 23, 1975 issued pursuant thereto, to assure the full and proper payment of said rates.

17.20.2 All workers engaged in Work under this Contract shall be paid at least the current prevailing minimum wage rates for their particular classifications. The current prevailing minimum wages rates as determined by the Pennsylvania Secretary of Labor and Industry are included in the Bidding Documents or Contract Documents, and are incorporated by reference herein and made a part of this Contract. These wage rates are the wage rates in effect at the time of the making of this Contract. These wage rates shall not be altered during the period this Contract is in force. There is no requirement to pay wage rates higher than those specified in this Contract, in the event that the Pennsylvania Secretary of Labor and Industry increases the prevailing minimum wage rates during the term of this Contract, unless said increases are included in the Prevailing Minimum Wage Determination.

17.20.3 No workers may be employed under this Contract, except in accordance with the classifications set forth in the decision of the Pennsylvania Secretary of Labor and Industry. In the event that additional or different classifications are necessary, the School District shall petition the Pennsylvania Secretary of Labor and Industry for review of the rates and hearings.

17.20.4 All workers employed or working under this Contract shall be paid unconditionally, at least once a week, without deduction or rebate, on any account, either directly or indirectly, except authorized deductions, the full amounts due at the time of payment, computed at the wage rates stipulated in this Contract, regardless of whether any contractual relationship exists or the nature of any contractual relationship which may be alleged to exist between the Contractor, any Subcontractor and worker. Nothing in this Contract, the Pennsylvania Prevailing Wage Act or the Prevailing Regulations shall prohibit the payment of more than the current prevailing minimum wage rates

as determined by the Pennsylvania Secretary of Labor and Industry to any worker under this Contract.

17.20.5 Wages shall be paid without any deductions, except those deductions which are authorized by the Wage Payments and Collection Act (43 P.S. § 260.1 et seq.) approved July 14, 1961 (No. 329) and the Regulations of the Department of Labor and Industry of the Commonwealth of Pennsylvania issued pursuant thereto. Employers who are not parties to a contract requiring contributions for employee benefits which the Pennsylvania Secretary of Labor and Industry has determined to be included in the current prevailing minimum wage rate shall pay the monetary equivalent thereof directly to the workers.

17.20.6 Apprentices shall be limited to such numbers as shall be in accordance with a bona fide apprenticeship program registered with and approved by the Pennsylvania Apprenticeship and Training Council. Only apprentices whose training and employment are in full compliance with the provisions of the Apprenticeship and Training Act (43 P.S. § 90.1 et seq.) approved July 14, 1961 (No. 304) and the Rules and Regulations issued pursuant thereto shall be employed under this Contract. Any worker using the tools of a craft who does not qualify as an apprentice within the provisions herein shall be paid the rate predetermined for journeymen in that particular craft or classification.

17.20.7 Payment of compensation to workers for work performed under this Contract on lump sum basis, or a piece work system, or a price certain for the completion of a certain amount of work, or the production of a certain result shall be deemed a violation of the Pennsylvania Prevailing Wage Act and the Prevailing Regulations, regardless of the average hourly earnings resulting there from.

17.20.8 The Contractor and his Subcontractors shall post for the duration of this Contract the wage determination decisions of the Pennsylvania Secretary of Labor and Industry, including the effective date of any changes thereof, in a prominent and easily accessible place or places at the site of the Work and at the place or places used by them to pay workers their wages. The posted notice of wage rates must contain the following information:(1) the name of this Project; (2) the name of the School District; (3) the crafts and classifications of workers listed in the Pennsylvania Secretary of Labor and Industry's current prevailing minimum wage rate determination for this Project; (4) the current prevailing minimum wage rates determined for each craft and classification and the effective date of any changes; (5) a statement advising workers that if they have been paid less than the current prevailing minimum wage rates for their job classification, or if the Contractor or Subcontractor is not complying with the Pennsylvania Prevailing Wage Act or the Prevailing Regulations in any manner whatsoever, they may file a protest in writing with the Pennsylvania Secretary of Labor and Industry within three (3) months of the date of the occurrence, objecting to the payment to the Contractor or Subcontractor to the extent of the amount or amounts due or to become due to them as wages for work performed under this Contract; and (6) a statement advising workers that any worker paid less than the wage rate specified in this Contract has a civil right of action for the difference between the wages paid and the wages stipulated in this Contract, and that this right of action must be exercised within six (6) months from the date of the occurrence.

17.20.9 The Contractor and his Subcontractors shall keep an accurate record showing the name, craft or classification, number of hours worked per day, and the actual hourly rate of wage paid, including employee benefits, to each worker employed by them in connection with this Contract. This record shall include the following information: (1) the name, address and social security number of each worker; (2) the craft, if applicable, the classification within each craft, and any other classification, including apprenticeship, at which each worker worked; (3) the number of hours in each day, specified by actual calendar date, during which each worker worked; and (4) the number of hours in each day in which each worker worked at different crafts or classifications, if such worker worked in more than one craft or classification for which different wage rates were payable. This record shall include any deductions from each worker. Time cards of employees, as well as the original signed indentures for each apprentice and the approvals of the Pennsylvania Apprenticeship and Training Council shall be kept and preserved with this record. This record shall be preserved for two (2) years from the date of final payment under this Contract. This record shall be open at all reasonable hours to the inspection of the School District and the Pennsylvania Secretary of Labor and Industry or his duly authorized representatives.

17.20.10 The Contractor and his Subcontractors shall file written statements each week, and final written statements at the conclusion of the Work on this Contract, with the School District, under oath and on forms acceptable to the Pennsylvania Secretary of Labor and Industry, certifying that all workers have been paid wages in strict conformity with the provisions of this Contract, or if any wages remain unpaid, setting forth the amount of wages due and owing to each worker. The School District shall not make any payments to the Contractor under this Contract until it receives these statements.

17.20.11 In the event that the School District discovers that the Contractor or his Subcontractors have failed to pay the wage rates specified in this Contract to any worker, the School District shall notify the Pennsylvania Secretary of Labor and Industry, in writing, of such failure.

17.20.12 The School District shall deduct and withhold from payments due to the Contractor under this Contract any unpaid wages admitted to be due by the Contractor to his workers in his certified statements, if directed to do so by the Pennsylvania Secretary of Labor and Industry. The School District may pay these unpaid wages directly to the workers. Such payment shall discharge the Contractor's obligation to the workers to the extent of the amount of the unpaid wages.

17.20.13 The School District shall terminate the Contractor's right to proceed with his work under this Contract, if directed to do so by the Pennsylvania Secretary of Labor and Industry

17.20.14 It shall not constitute a failure to pay the prevailing minimum wage rates for the work of a particular craft or classification under this Contract when the Contractor and his Subcontractors have paid the prevailing minimum wage rates determined for the specific craft or classification, and one or more bona fide craft unions contend that the work should have been assigned to their members instead of the members of the specific craft to whom it was assigned or by whom it was performed.

17.20.15 The provisions of the Pennsylvania Prevailing Wage Act and the Prevailing Regulations are herein incorporated by reference in this Contract.

17.20.16 The provisions herein shall apply to all Work performed on this Contract by the Contractor and his Subcontractors.

17.20.17 The Contractor shall insert all of the provisions contained herein and any other provisions as may be required in each of his Subcontracts.]

17.21 **Pennsylvania Bond Law Not Applicable to General Service Work.** The Pennsylvania Public Works Contractors' Bond Law, 8 P.S. § 191, et seq., requires performance and payment bonds **only** for construction, reconstruction, alteration or repair of school buildings or facilities. Therefore, the General Service Contractor does **not** have to furnish performance and payment bonds to the School District for the General Service Contract when performing General Service Work on the Project.

17.22 **Compliance with Pennsylvania Prompt Payment Acts.** The General Service Contractor shall comply with all terms and conditions of the Pennsylvania prompt payment provisions of the Commonwealth Procurement Code, General Procurement Provisions, 62 Pa.C.S.A. § 3931 et seq., and the Contractor and Subcontractor Payment Act, 73 P.S. § 501 et seq. with regard to its own payments to its Subcontractors, if applicable to the General Service Contractor or the General Service Work on the Project.

17.23 **Authority to Execute Contract.** The General Service Contractor and the School District each represents and warrants that it has caused this General Service Contract to be duly authorized, executed, and delivered by and through persons authorized to execute this General Service Contract on its behalf.

17.24 **Assignment of Contract.** The General Service Contractor shall not assign or otherwise transfer all or any part of its rights, duties or obligations under this General Service Contract, in whole or in part, except with the prior written consent of the School District; any assignment or transfer (including, but not limited to, assignment of any Subcontract) without such written consent shall be null and void. The absence of such provision or written consent shall void the attempted assignment or transfer, and the

attempted assignment or transfer shall be of no effect as to the Work, the Project or this General Service Contract. In no event shall the School District's consent to any assignment or transfer by the General Service Contractor of any rights, duties or obligations under this General Service Contract relieve the General Service Contractor from its obligations hereunder or change the terms of this General Service Contract. The General Service Contractor accepts full responsibility for and guarantees the performance of any and all assignees and transferees (including Subcontractors and Sub-subcontractors) of the General Service Contractor. The General Service Contractor shall not transfer or assign any contract funds or monies or claims due or to become due hereunder, in whole or in part, without the School District's prior written approval. The attempted transfer or assignment of any contract funds or monies which are due or which become due to the General Service Contractor, in whole or in part, or any interest therein, without such prior written approval, shall have no effect upon the School District.

17.25 **Contract Reporting.** The General Service Contractor shall comply promptly with the School District's reporting requirements for contracts, including electronic or other reporting of General Service Contractor and contract data.

17.26 **Whistleblower Protection.** Anything to the contrary set forth elsewhere in the General Service Contract notwithstanding, neither Party shall construe the General Service Contract or any term, covenant, or condition in the General Service Contract to prohibit either Party or any of its employees, Subcontractors, grantees, or subgrantees from filing a charge with, reporting possible violations to, or participating or cooperating with any governmental agency or entity having jurisdiction, including but not limited to a member or committee of Congress, an Inspector General, the Government Accountability Office, a federal employee responsible for contract or grant oversight, a law enforcement agency, a court or grand jury, or a management official or other employee who has responsibility to investigate, discover, or address misconduct, or making other disclosures protected under the whistleblower, anti-discrimination, or anti-retaliation provisions of Applicable Law, including but not limited to 41 U.S.C. § 4712, for the purpose of reporting or investigating a suspected violation ol law.

17.27 **Right-to-Know Requests.** The General Service Contractor shall comply with the Pennsylvania Right to Know Law ("RTKL"), 65 Pa. Stat. §§ 67.101 to 67.3104. The General Service Contractor acknowledges and agrees that this General Service Contract and records related to or arising out of this General Service Contract remain subject to requests made pursuant to the RTKL. If the Commonwealth of Pennsylvania (the "Commonwealth") or the School District need the General Service Contractor's assistance in any matter arising out of the RTKL related to this General Service Contract, the Commonwealth or the School District shall notify the General Service Contractor using the contact information provided in the General Service Contract. The General Service Contractor, at any time, may designate a different contact for such purpose upon reasonable prior notice to the Commonwealth and the School District.

17.28 **Act 126 Child Abuse Recognition, etc. Training.** Before starting any Work, the General Service Contractor shall submit to the School District for the General Service Contractor, if the General Service Contractor is an individual, and for each of the General Service Contractor's employees, officers, agents, servants, and Subcontractors, if any, who may have Direct Contact with children, as defined by 23 Pa. Cons. Stat. Ann. § 6303(a), as amended, while performing any of the Work on the Project site, a copy of the certificate of completion of Mandated Reporter Training as required by Act 126 of 2012, codified at 24 Pa. Stat. § 12-1205.6.

17.29 **Disaster Recovery/Business Continuity.** The General Service Contractor shall maintain appropriate disaster recovery/business continuity and contingency plans providing for continued operation in the event of an adverse event or circumstance affecting the General Service Contractor's business operations so as to minimize any interruption of the Work to the School District.

17.30 **Further Assurances.** The General Service Contractor shall execute and deliver all such further instruments and documents and take all such other actions as may reasonably be required to carry out the Work as set forth in this General Service Contract.

17.31 **Counterparts; Electronic Signatures.** The School District and the General Service Contractor

may execute and deliver this General Service Contract in any number of counterparts, each of which the School District and the General Service Contractor shall deem an original, and all of which shall constitute, together, one and the same agreement. A signed copy of this General Service Contract delivered by facsimile, e-mail or other means of electronic transmission shall have the same legal effect as delivery of an original signed copy of this General Service Contract. This General Service Contract and any true, correct, and complete counterpart thereof may be executed either (a) on paper with an ink signature or (b) by due, secure electronic method, and any true, correct, and complete counterpart may be transmitted by e-mail or other electronic means. For avoidance of doubt, any true, correct, and complete counterpart may be converted from paper to electronic form, or from electronic form to paper, and such converted true, correct, and complete counterpart shall be deemed an original for transmission, execution, delivery and retention pursuant to the Electronic Signatures in Global and National Commerce Act, Title 15, United States Code, Sections 7001 *et seq*.

17.32 **Entire Contract.** The General Service Contract, which includes all Contract Documents referred to herein, contains the entire and integrated contract between the parties with respect to the subject matter hereof; supersedes all prior negotiations, representations, contracts, and undertakings, either written or oral, between the parties with respect to such subject matter; and cannot be changed, modified or amended except by contract in writing signed by both parties and approved by the School District's Board of Education (Board), if required by the Public School Code, 24 P.S. § 5-508, and applicable law. No amendment or modification changing its scope or terms shall have any force or effect, unless it is in writing and signed by both parties and approved by the School District's BOE, if required by the Public School Code, 24 P.S. § 5-508, and applicable law.

END OF GENERAL CONDITIONS

Section 2.3 – Summary of Work

PART 1 - GENERAL

NOTE: Prime General Service Contractors must use the internet web-based project management communications tool, E-Builder® software, and protocols included in that software for this General Service Contract.

Prime General Service Contractors shall contact the SDP Director of Maintenance for information on how to secure the necessary license(s) for themselves and their Subcontractors.

The use of this project management communications tool does not replace or change any contractual responsibilities of the participants.

1.1 RELATED DOCUMENTS

A. Drawings, if any, and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

B. See General Conditions for items pertaining to this section not enumerated herein.

C. See Section 2.4 - ***Environmental Coordination*** for "Environmental and Asbestos Abatement Coordination" and related attachments.

1.2 SUMMARY

A. This Section includes the following:

1. Work covered by the Contract Documents.
2. Work sequence or phases.
3. Work under other Contracts.
4. Use of premises.
5. Owner's occupancy requirements.

1.3 WORK COVERED BY CONTRACT DOCUMENTS

A. Project Identification: Specification General Service Contract On Call Roofing Repairs

B. Project Location: Various Locations Philadelphia, PA.

C. Owner: School District of Philadelphia ("School District" or "Owner"),
Attention: Jeffrey Scott, Director of Maintenance
Facilities Management and Operations Office
4224 N. Front Street,
Philadelphia, Pennsylvania 19140

D. SDP Project Manager: School District of Philadelphia Maintenance Resource Scheduler

PART 2 - SCOPE OF WORK

2.1 SUMMARY OF WORK

The School District of Philadelphia request bids for roof repair contract consisting of the following type of work:

A. Evaluations of roof leaks and provide a time and material estimate for repairs.

B. Repairs, alterations, replacements and/or installations of various types of roofing systems and associated components as required but not limited to; EFDM, slag, clay, modified, built up, asphalt and slate shingles, wooden shakes, TPO, PVC, green, metal, tiled and epoxy/pour-on coated concrete and roofing systems. The aforementioned shall also include flashings, metal copings, downspouts and gutter systems.

2.2 SCHEDULING AND PERFORMANCE

2.2.1 All calls shall be answered within **TWENTY-FOUR (24) HOURS** after notification by the Maintenance Resource Scheduler to schedule a site visit with the Maintenance Resource Scheduler to determine the scope of the required repair.

2.2.2 Once the scope of required work has been determined, the work will commence within **FORTY-EIGHT (48) HOURS**, unless otherwise directed or approved by the Maintenance Resource Scheduler.

2.2.3 The required work will be performed during normal working hours, unless otherwise directed or approved by the Maintenance Resource Scheduler.

2.2.4 The School District requests that the Contractor arrive at the work site, to the best of his ability, with all required materials and equipment.

2.2.5. This Contractor shall maintain an inventory of incidental materials and have immediate access to specialized parts as may be required.

2.3 BASIS OF PAYMENT

2.3.1 Work will consist of the furnishing of all labor, materials and equipment necessary for or incidental to performing the aforementioned repair services. Equipment and normal tools of the trades, including but not limited to motor vehicles, hoists, ladders, wheelbarrows, hand-held power tools, shall be included in the hourly rate. The Contractor shall remove and dispose of all trash and debris generated in performing the repair work.

2.3.2 No additional charges will be paid by the School District to this Contractor for the repair or replacement of any tools or equipment which are broken or wear out as a result of work done under this Contract.

2.3.3 Rental charges for equipment furnished by the Contractor from his own stock shall not exceed 75% of the published rates based on the compilation of National Average Rental Rates, most recent edition of the Associated Equipment Distributors.

2.3.4 The rental of additional equipment shall be charged at cost. Any purchased equipment approved by the School District will become the property of the School District.

2.3.5 The cost of small tools shall be included in the Contractor’s labor rate bid.

2.3.6 Subcontractor labor rates shall not exceed the Prime Contractor’s hourly rates bid.

2.3.7 If there is no bid rate for the Subcontractor’s respective trade, the billing rate shall be equal to the actual base wage plus 35% for payroll taxes and insurance, plus fringes.

2.3.8 On a daily basis, and upon completion of the service work, a detailed service report must be signed by the Maintenance Resource Scheduler, designated maintenance representative, or building engineer. A copy of these detailed service reports must accompany all invoices for payment.

2.3.9. When the unit or system requiring service is found to be in need of extensive repairs (cost in excess of $10,000 or 25% of replacement), the Maintenance Resource Scheduler shall be notified immediately of the extent and estimated cost of said repairs.

2.4 ACCEPTANCE, INVOICES AND PAYMENT TERMS

2.4.1 All orders for services will be authorized by the Maintenance Resource Scheduler or a duly appointed representative thereof. **Invoices for repairs shall be submitted within 10 days of completion of each task order or work assignment.**

2.4.2 During the term of this Contract, the principal, facility manager or their designee at each site will be responsible for the inspections and acceptance of all work.

2.4.3 All invoices are to be submitted by email to:

Anthony Verrecchia
Acting Maintenance Resource Scheduler
averrecchia@philasd.org

Jennifer Barnes
Contracts & Resolutions Manager
jbarnes3@philasd.org

Dawnielle Dendy
Accounts Payable Specialist
ddendy@philasd.org

2.4.4 All invoices are required to list the service provided and location.

2.4.5 All invoices (including subcontractors) must include a time sheet listing the classification of labor, hours worked, hourly rates, material, equipment. Also include material invoices/material delivery tickets, equipment rental invoices/delivery tickets, and any additional tax and/or discounts.

2.4.6 A copy of the daily service reports must accompany all invoices for payment.

2.4.7 Submit only one invoice for each service order, priced in accordance with the bid submitted, including itemization of all labor and material for which you are requesting payment.

2.4.8 Offer a prompt payment discount for payments made within a 30-day period. (See attached Bid Form).

2.4.9 For discount purposes, it will be understood that the starting date of the 30-day discount period will begin on the date of invoice certification for work by the School District of Philadelphia.

2.5 The work covered under this Contract is intended to supplement the existing facilities maintenance staff and is subject to the terms of the Federal Davis-Bacon Act or the Pennsylvania Prevailing Wage Act, whichever is applicable. The successful bidder shall be familiar with all labor regulations regarding this type of work and, where applicable, shall meet all quotas set forth pertaining to journeymen/apprentice ratios, and in no case shall the School District be invoiced for the higher journeyman(s) rate where labor contracts allow the use of apprentice(s) and/or laborer(s). Two or more servicemen on a service call shall be permitted only where the nature of the problem warrants it.vAll one-man jobs are to be accomplished by journeymen.

2.6 The amount and term of this contract shall be for the amount(s) and period(s) specified in the General Specifications, Section 2.6 **"Time of Completion, Milestones, Phasing or Sequencing Requirements"**. The School District reserves the right to award Contracts to more than one bidder as may be in the best interests of the School District.

2.7 The School District reserves the right to cancel this Contract for lack of performance or complete satisfaction of intent. No minimum amount of work is guaranteed under this Contract.

PART 3 - WORK UNDER OTHER CONTRACTS

3.1 The Owner reserves the rights to award other separate Contracts for additional, different or other work or

construction operations related to the Project or at the Project site, and to perform work or construction operations related to the Project or at the Project site with its own forces. See General Conditions.

3.2 The Contractor must cooperate fully with the other separate Contractors and the Owner and must coordinate its Work and the Work of its Subcontractors with the Work of the other separate Contractors and the Owner so as not to interfere with, delay, disrupt, or hinder any work or construction operations related to the Project or at the Project site. See General Conditions.

PART 4 - USE OF PREMISES

4.1 General: The Contractor shall have use of the premises for construction operations as indicated on Drawings or specified in Contract Documents by Contract limits.

4.2 Use of the Site: Limit use of the premises to the Work in areas indicated. Confine construction operations to areas within·Contract limits indicated. Do not disturb portions of the Project site beyond the areas in which the Work is indicated. Allow for Owner occupancy of the Project site and use by the public as indicated.

4.3 Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize use of driveways and entrances. Schedule deliveries to minimize use of space and time requirements for storage of materials and equipment on-site. Maintain all exit ways and exits clear and available for egress. See General Conditions.

4.4 Use of the Existing Building: Maintain the existing building in a weather-tight condition throughout the construction period. Repair damage caused by construction operations. Take all precautions necessary to protect the building and its occupants during the construction period. See General Conditions.

PART 5 - OCCUPANCY REQUIREMENTS

5.1 Partial Owner Occupancy: Owner will occupy the premises during entire construction period or during certain portions of the construction period that coincide with the academic school year and daily academic program, with the exception of areas under construction. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations. Maintain existing exits, unless otherwise indicated.

5.2 Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from Owner and authorities having jurisdiction. See General Conditions.

5.3 Owner Occupancy of Completed Areas of Construction; Owner reserves the right to occupy and to place and install equipment in completed areas of the building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work. See General Conditions.

END OF SECTION 2.3 – SUMMARY OF WORK

Section 2.4 – Environmental Coordination

1.1 RELATED DOCUMENTS

A. Drawings, if any, and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this section.

1.2. BACKGROUND – CONSTRUCTION, RENOVATION AND MAINTENANCE SPECIAL CONSIDERATIONS WITHIN THIS FACILITY AND ON SCHOOL DISTRICT PROPERTY

A. Construction, renovation and maintenance projects can generate large amounts of dust, particulates, odors and debris.

B. The Contractor shall submit a plan that identifies the location of all machines, tanks and vessels to be used on site and in addition documents the inventory and storage plan and location of all chemicals that will be used on site. The plan must also include copies of all Material Safety Data Sheets (MSDS) for any products used on site.

C. The Contractor shall submit a plan that identifies the location of machines and documents the inventory and storage plan and location of all chemicals that will be used on site. The plan must also include copies of all Material Safety Data Sheets (MSDS) for any products used on site as stated above.

During Construction Project:

1. Provide active means to prevent dust, particulates and odors in the air from dispersing into the occupied areas of the facility.

2. Alter/isolate the air handling system in the area where the work is being performed to prevent contamination of the duct system. The Contractor staff shall be responsible for blocking off supply ducts and covering return air ducts to prevent contamination with dust and particulates.

3. Complete all construction barriers before construction work begins.
   - Where containment is possible; utilize building walls and doors (all doors except construction access doors), close and seal with duct tape to prevent dust and debris from escaping.
   - Where construction, demolition, or reconstruction is not capable of containment by utilizing existing building walls and doors, use one of the following methods of isolation:
     - Airtight plastic barriers extending from floor to ceiling decking, or ceiling tiles if not removed.
     - Plastic barrier seams to be sealed with duct tape to prevent dust and debris from escaping.
     - Drywall barriers. Seams or joints will be covered or sealed to prevent dust and debris from escaping.
     - Seal holes, pipes, conduits and punctures to prevent dust migration.
4. Place isolation barriers at penetration of ceiling envelopes, chases and ceiling spaces to stop movement of air and debris.

5. When openings are made into existing ceilings in work areas, where possible, the decontamination unit should be used which will seal off openings and fit tightly from ceiling to floor.

6. Construct to maintain airflow from clean area through and into work area. Require all personnel

to pass through this room. Create overlapping flap (minimum of 2 feet wide) at plastic enclosures for personnel access.

7. Maintain negative pressure within the work site including venting outside of the building

8. Direct pedestrian traffic from construction areas away from occupied areas to limit opening and closing of doors (or other barriers) that may cause dust dispersion, entry of contaminated air, or tracking of dust to occupied areas.

9. Place dust mats (walk off pads) at entrance to work area and replace or clean regularly.

10. Contain construction waste before being transported in covered containers.

Upon Completion of Project:

1. Do not remove barriers from the work area until completed project is thoroughly cleaned.

2. Vacuum work area including barriers.

3. Wet mop area and wipe down horizontal surfaces.

4. Remove barrier material carefully to minimize spreading of dirt and debris associated with construction.

5. Barrier material should be wet wiped before removal.

6. Remove alterations to the air handling system in the area where the work is being performed.

Contain construction waste before being transported in covered containers.

IMPORTANT – Contrary to any drawing notes or other statements in the technical specification that may indicate “Hazardous Materials by others”, the scope of work for the Contractor does include requirements to remove, handle and dispose of some pre-existing regulated materials as may be necessary to complete the work outlined in the summary of work. The contract work does include selective demolition, abatement, and/or removal and disposal of pre-existing materials which are covered by occupational, environmental, health and safety regulatory programs. Contractor(s) shall be obligated to perform the contract work in consideration of the presence of these materials at the project site and will be required to perform special handling and/or abatement of these materials as required to complete the project. Contractor(s) shall integrate and sequence any required special handling and/or abatement activities within the Contractor’s CPM Construction Cost and Manpower Loaded schedule. Proper procedures, precautions, protections and controls must be used with these materials in accordance with all applicable safety and environmental regulations as well as the Project Safety Manual and the Site Specific Safety Program.

D. This Contract includes renovation work where all Contractors must be aware that the Contract Work involves work with Pre-Existing Regulated Building Materials.

1. The Contract Work includes selective demolition, abatement, and/or removal and disposal of pre-existing materials which are covered by occupational, environmental, health and safety regulatory programs. Contractors shall be obligated to perform the contract work in consideration of the presence of these materials at the project site and will be required to perform special handling and/or abatement of these materials as described below. Contractors shall integrate and sequence any required special handling and/or abatement activities within the Contractor’s Coordinated CPM Schedule. Proper procedures, precautions, protections and controls must be used with these materials in accordance with all applicable safety and environmental regulations

as well as the Project Safety Manual and the Site Specific Safety Program.

All activities, including but not limited to, handling, abating, selective demolition, removal, surface preparation, or cleaning, involving the materials listed below are not excluded from the contract work per General Conditions.

2. Non-Friable Asbestos Containing Materials are not expected to be encountered in replacement or repair work involving this project, it shall be removed by non-friable methods or submission of a City of Philadelphia Asbestos Control Regulations Alternative Method Work Plan. Prior to any work with this material, a plan is required that will ensure that removal of this material occurs in a manner that meets all regulatory standards. The plan shall be submitted for review and approval to School District of Philadelphia Office of Environmental Management and Services (SDP OEM&S) with a copy to the Project Manager and Construction Manager.

3. If any Asbestos Containing Materials other than non-friable electrical wiring and panels exists it shall be abated by an asbestos abatement contractor licensed by City of Philadelphia and the Commonwealth of Pennsylvania. The asbestos abatement shall be performed in accordance with the direction and oversight of a licensed Asbestos Project Inspector(s) as assigned to the project(s) by the SDP OEM&S and the Contractor shall provide Contractors Insurance for the abatement sub-contractor as required by General Conditions.

4. Due to the buildings construction date, the presence of Lead Based Paint (LBP) is possible. A detailed assessment for LBP was not conducted for this project. Nevertheless, the Contractor should expect to encounter LBP as is typical for buildings of this vintage. All surface preparation prior to painting or other specified renovation work which may result in disturbance of LBP, and is not regulated as LBP abatement under applicable state and federal regulations, is included in the contract scope of work. In work involving LBP, Contractor shall follow and document all applicable procedures required by OSHA. Renovation work involving LPB is covered and must comply with Section 18 Lead Reduction Plans of the Project Safety Manual for the School District of Philadelphia. In addition, for schools built prior to 1978 and defined as a child occupied facility (Children under age 6) contractors performing work must comply with the US EPA LEAD Safety for Renovation, Repair and Painting (US EPA RRP) regulation.

5. Avian Droppings, Pigeon or otherwise, if encountered during the execution of the work shall be addressed by the Contractor(s) according to the procedures detailed in Section 20 Histoplasmosis of the Project Safety Manual for the School District of Philadelphia.

6. Contractor shall separate all used lamps removed for the project that contain mercury from other demolition waste and store them safely on site, in appropriate containers in a secure location, without breakage (breakage releases the mercury and may convert the resultant waste into “Hazardous Waste”). Mercury Containing Light bulbs include all Fluorescent bulbs, High Intensity Discharge, Mercury Vapor, Metal Halide, High-Pressure Sodium, and Low-Pressure Sodium. The storage containers must be labeled: "Used Lamps - Universal Waste" and dated with the date of removal from the fixture. Upon accumulation of the used lamps from a completed phase of demolition, the contractor shall notify the Construction Manager and Project Manager to arrange for the SDP OEM&S to remove them from the site for reuse or recycling per the US EPA Universal Waste regulations.

7. Electrical equipment that may contain Polychlorinated biphenyls (PCBs) may be present in the building. Removal, demolition, and secure storage in approved containers supplied by the contractor of fluorescent lighting fixtures and ballasts shall be the responsibility of the Contractor. Almost all fluorescent light fixtures made before July 1979 have ballasts with capacitors containing small amounts of highly concentrated PCBs (polychlorinated biphenyls). When these ballasts fail, or are physically damaged, the PCBs can leak out. PCBs can be harmful to children and adults. Therefore, the contractor must take care to remove all fluorescent fixtures without damage to the ballast. Fluorescent Light Ballasts must be assumed to contain PCBs unless

proven otherwise. For all employees handling light fixtures or ballasts that may contain PCBs, Contractor shall require the procedures under paragraph 4, Hazardous Non-Routine Tasks and Nearby Work, of Section 15, Hazard Communication, in the Project Safety Manual for the School District of Philadelphia.

Light fixtures that are assumed to have PCB containing ballasts must be securely stored in a container approved for PCB disposal at a secure on-site location. The container must be marked "Contains PCBs" and dated with the date of initial accumulation. Upon accumulation of light fixtures and ballast from a completed phase of demolition, the Contractor shall notify the Project Manager and the Construction Manager to arrange for the SDP OEM&S to remove them from the site and coordinate proper disposal.

Only light fixtures that are clearly marked with a manufacture date later than July 1979 or labels or marks indicating "No PCBs," fixtures shall be segregated from the Demolition Debris and stored separately for inspection and proper disposal by a person designated by the SDP OEM&S.

PART 2 - SILICA SPECIFICATION

2.1 FOR MASONRY GRINDING, CUTTING AND SAWING

A. Purpose

1. The purpose of this specification is to protect employees, the public, the environment and property from the detrimental effects of silica-containing dust generated from construction and restoration/maintenance activities.

B. Scope and Application

This specification applies to powered tools or equipment used to cut, grind, core or drill masonry or concrete materials.

C. Definitions

a) Masonry Material – For purposes of this specification includes, concrete block, brick, stones (natural and man-made), terra cotta tile, mortar and concrete made by mixing cement, and water with sand, and aggregate such as gravel or crushed stone. Material that is apparently stone-like in appearance and texture shall be presumed to be concrete or masonry material, unless otherwise indicated by evidence as presented by the employer.

b) NIOSH REL – The National Institute of Occupational Safety and Health Recommended Exposure Limit. For silica this is 0.05 milligrams per cubic meter (mg/c) averaged over a 10-hour time-weighted average.

c) OSHA PEL – The Occupational Safety and Health Administration's Permissible Exposure Limit is expressed as per 1926.55 - Gases, vapors, fumes, dusts, and mists - by the equation:
PEL = 10 mg/ m3
% silica + 2

d) Powered tools or equipment – Tools in which the motive force that disrupts concrete or masonry materials is provided by a source other than human energy. Powered tools and equipment include those powered by electrical, combustion, hydraulic, chemical, or pneumatic energy.

e) Dust reduction system – Technology that utilizes the application of water or local exhaust ventilation to reduce airborne dust generated by the use of powered tools or equipment. Local exhaust ventilation may include vacuum systems, dust collection systems, and dust exhaust systems.

D. Controls

In all cases, engineering and/or work-practice or administrative controls that reduce dust at the source where it is being generated shall be the control of choice. In those instances where such controls cannot be used – even temporarily — employees shall be protected with respirators that are used as part of a respiratory protection program. Additionally, the contractor must document how they determined that engineering and/or work practice or administrative controls could not be used.

a) Safety and Effectiveness of Dust Control Systems

i) Procedures shall be implemented to ensure that dust reduction systems maintain their effectiveness for dust reduction throughout the work shift.

ii) Dust reduction systems shall be installed, operated, and maintained in accordance with manufacturer recommendations when there are such.

iii) When electrical tools are used with water as a dust reduction system, it shall be done in accordance with applicable requirements of electrical safety.

b) Dust Collection/Management

i) Dust shall be contained and disposed of in bags that can effectively hold dust without breaking.

ii) Work surfaces and clothing shall be cleaned with vacuums and not by dry sweeping or the use of compressed air.

iii) Respirators shall be worn when changing out bags or handling dust.

E. Evaluating the Effectiveness of Controls

a) The primary purpose of exposure monitoring and site inspections for the presence of dust is to ensure that engineering controls are effective in reducing silica dust generation. When personal air monitoring results are elevated or when there is visible dust, the contractor must intervene to determine the cause of the problem and fix it.

b) As soon as possible after the beginning of cutting or grinding tasks, the contractor shall conduct personal air monitoring of workers performing the cutting/grinding tasks. An industrial hygienist shall perform the monitoring and must be consulted prior to the execution of work If personal air monitoring results indicate that the exposures are above the NIOSH Recommended Exposure Limits (REL) for silica, the contractor must ensure that the controls are functioning and being used properly. In all cases when the REL is exceeded, workers shall be provided with proper respiratory protection.

c) Following modification of controls as described above, the contractor shall conduct personal air monitoring to verify the effectiveness of those modifications in reducing employee exposure to silica.

d) If the Contractor has done similar work in the past, has conducted exposure monitoring, and has records of this, the results can be used as a preliminary means to evaluate the effectiveness of controls. It is important that the previous jobs where the monitoring was conducted be similar to the current job, and that the control used be the same, including the manufacturer and model of the vacuum used.

e) Periodic monitoring shall be performed to assure the effectiveness of controls over time.

f) The Contractor shall conduct daily visual inspections of the site for the presence of visible

dust during grinding and cutting tasks. The presence of such dust is a sign that the controls are not doing their job.

F. Training

a) Employee training. An employer whose operations include using powered tools or equipment to cut, grind, core, or drill concrete or masonry materials shall provide training on the following topics to all employees prior to their assignment to jobs or work areas where the employer will be conducting these operations that potentially expose them to silica-containing dusts

i) The potential health hazards of overexposure to airborne dust generated from concrete and masonry materials, including silicosis, lung cancer, chronic obstructive lung disease (COPD) and decreased lung function.

ii) Methods used by the employer to control employee exposures to airborne dust from concrete and masonry materials, including wet cutting, local exhaust ventilation systems, and process isolation, as applicable.

iii) Proper use and maintenance of dust reduction systems, including the safe handling and disposal of waste materials collected in connection with their use.

iv) The importance of good personal hygiene and housekeeping practices when working in proximity to dust from concrete and masonry materials including: not smoking tobacco products; appropriate methods of cleaning up before eating, and appropriate methods of cleaning clothes.

v) OSHA requirements including permissible exposure limits, requirements for engineering controls, and respirator protection program requirements.

b) Supervisor training. Prior to supervision of employees who will be cutting, grinding, drilling, or coring concrete or masonry materials, supervisory employees shall be trained on the following topics:

i) The information required to be provided by subsection above.
Identification of tasks the employees will perform, which may result in employee exposure to concrete or masonry dust.

ii) Procedures for implementation of the measures used by the employer to reduce the exposure to concrete or masonry dust.

iii) Measures for verifying the effectiveness of controls.

c) Periodic training. On jobs that last more than one year, the employer shall conduct the training required by this section at least annually.

G. Training Records

a) General Requirements: The Contractor must maintain a record of all training required by this part within the preceding three (3) years for each person, who performs or directly supervises this specific job function (Masonry, Grinding, Cutting and Sawing). These training records must be maintained during the time that the person performs or supervises this job function (Masonry, Grinding, Cutting and Sawing). These training records must be kept for direct employees of the Contractor as well as independent contractors, subcontractors and any other person who performs or directly supervises these job functions for the contractor.

b) Location of Records: The contractor must retain the training records required by this part to include all initial and recurrent training received within the preceding three (3) years for all persons performing or directly supervising this job function (Masonry, Grinding, Cutting and Sawing). Records may be maintained electronically or by other acceptable means. When the person ceases to perform or directly supervise this job function (Masonry, Grinding, Cutting and Sawing) the contractor must retain the training records for an additional ninety (90) days.

c) Contents of Records: Each training record must contain the following:
(1) The individual's name;
(2) The most recent training completion date;
(3) A description, copy or reference to training materials used to meet training requirements;
(4) The name of the person or organization providing the training.

H. Written Program

The Contractor shall have a site-specific, written program that contains the following elements:

a) Introduction: Project description, location, scope and schedule of work.

b) Personnel: Project manager, person in charge of silica program.

c) Silica dust-emitting activities: Tasks, equipment, materials, work crew.

d) Engineering and work-practice controls: Type of control, use and maintenance procedures and how effectiveness will be verified including personal air monitoring data and schedules for air monitoring.

e) Respiratory Protection Program.

f) Schedule: Timetable for implementing compliance program.

g) Hygiene procedures: Protective clothing (beside respirators) and equipment, housekeeping, hand washing stations.

PART 3 - EXECUTION

EXAMINATION

A. Existing Conditions: the existence and location of Asbestos Containing Materials per the available Asbestos Inspection Report is not guaranteed to include all that may affect the major renovation.

B. Before construction, the Contractor will inspect areas of work and notify the Project Manager of any suspected ACM not previously identified for abatement or confirmed as not containing asbestos according to the AIR prepared for the project renovation.

PERFORMANCE

C. During the major renovation contract work, if the Contractor discovers or suspects ACM in the area of work, work will not proceed in that area. The Contractor will immediately notify the Project Manager and the School District's Office of Environmental Management and Services who will schedule testing and abatement if required.

D. All Contractors shall post a copy of the AIR in a visible location in each area of work.

END OF SECTION 2.4 – ENVIRONMENTAL COORDINATION

Section 2.5 – Special Insurance Requirements

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, if any, and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This section includes special insurance coverage or policies in addition to those set forth in the General Conditions - Section 12. **INSURANCE**.

1. **Builder's Risk Insurance** IS NOT REQUIRED for this Project.

2 **Rigger's Liability Insurance** IS NOT REQUIRED for this Project.

3. **Professional Liability** is NOT REQUIRED for this Project.

4. **Pollution Liability Insurance** in the coverages and amounts stated in **GC-12, Paragraph 12.1 (F)** IS REQUIRED for this Project.

PART 2 - PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 2.5 – SPECIAL INSURANCE REQUIREMENTS

Section 2.6 – Time of Completion, Milestones, Phasing or Sequencing Requirements

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, if any, and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 TIME OF COMPLETION

A. **INITIAL TERM:** The Initial Term of this Contract shall:

(i) Begin on the effective date of Notice to Proceed and end on **June 30, 2030**; **OR**,

(ii) The Not To Exceed, Aggregate Limit of **FOUR HUNDRED FIFTY THOUSAND DOLLARS ($450,000.00)** for this Initial Term has been reached; **OR**,

(iii) The School District has earlier terminated this Contract in accordance with its provisions; **WHICHEVER OCCURS FIRST.**

B. **FIRST OPTIONAL RENEWAL TERM:** The School District, at its sole discretion, may elect, on sixty (60) days written notice prior to the end of the Initial Term, to renew this Contract for an Additional One Year Term with a Not to Exceed, Aggregate Limit of **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00).**

The First Optional Term shall:

(i) Begin at the end of the Initial Term, whenever that occurs, and end One Year after it begins; **OR,**

(ii) The Not to Exceed Aggregate Limit of **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00)** has been reached; **OR,**

(iii) The School District has earlier terminated this Contract in accordance with its provisions; **WHICHEVER OCCURS FIRST.**

C **SECOND OPTIONAL RENEWAL TERM:** The School District, at its sole discretion, may elect, on sixty (60) days written notice prior to the end of the First Optional Renewal Term, to renew this Contract for an Additional One Year Term with a Not to Exceed, Aggregate Limit of **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00).**

The Second Optional Term shall:

(i) Begin at the end of the First Optional Renewal Term, whenever that occurs, and end One Year after it begins; **OR,**

(ii) The Not to Exceed Aggregate Limit of **ONE HUNDRED FIFTY THOUSAND DOLLARS ($150,000.00)** has been reached; **OR,**

(iii) The District has earlier terminated this Contract in accordance with its provisions; **WHICHEVER OCCURS FIRST.**

D. Related Sections: The following Sections contain requirements that relate to this Section:

1. General Conditions, Paragraph 3. **SCHEDULE AND TIME OF COMPLETION**
2. General Conditions, Paragraph 5. **COMPENSATION AND PAYMENT**
3. Refer to other Sections for some specific requirements and limitations applicable to time of completion of the Work.

1.3 MILESTONES (INTERIM COMPLETION DATES)

A. (NOT USED FOR THIS PROJECT)

1.4 PHASING AND SEQUENCING REQUIREMENTS

A. Related Sections:

1. Refer to other Sections for specific requirements and limitations applicable to phasing or sequencing individual parts of the Work.

END OF SECTION 2.6 – TIME OF COMPLETION, MILESTONES, PHASING OR SEQUENCING REQUIREMENTS

Section 2.7 – Modifications to General Conditions

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Except as modified below, all provisions of the General Conditions shall remain in full force and effect.

1.2 MODIFICATIONS TO THE GENERAL CONDITIONS

A. The following provisions modify the General Conditions only to the limited and specific extent stated: NO EXCEPTIONS FOR THIS PROJECT.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. GENERAL CONDITIONS

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 2.7 – MODIFICATIONS TO GENERAL CONDITIONS

Section 2.8 – Construction Facilities and Temporary Controls

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings, if any, and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes requirements for construction facilities and temporary controls, including support facilities, and security and protection.

B. Support facilities include, but are not limited to, the following:

1. Field offices and storage sheds.
2. Temporary enclosures.
3. Temporary elevator use.
4. Waste disposal services.
5. Rodent and pest control.
6. Construction aids and miscellaneous services and facilities.

C. Security and protection facilities include, but are not limited to, the following:

1. Temporary fire protection.
2. Barricades, warning signs, and lights.
3. Environmental protection.

1.3 QUALITY ASSURANCE

A. Regulations: Comply with industry standards and applicable laws and regulations of authorities having jurisdiction including, but not limited to, the following:

1. Building code or International Construction Code (ICC) requirements.
2. Health and safety regulations.
3. Police, fire department, and rescue squad rules.
4. Environmental protection regulations.

B. Standards: Comply with NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations," ANSI A10 Series standards for "Safety Requirements for Construction and Demolition," and NECA Electrical Design Library "Temporary Electrical Facilities".

1. Electrical Service: Comply with NEMA, NECA, and UL standards and regulations for temporary electric service. Install service in compliance with NFPA 70 "National Electric Code".

1.4 PROJECT CONDITIONS

A. Temporary Utilities: Electric power and water exist at the Project site and will be provided to Contractor on an as-needed basis.

B. Temporary Sanitary Facilities: Contractor and Subcontractor(s) employees may be permitted to use the School District toilet or sanitary facilities, with the approval of facilities staff.

C. Conditions of Use: Keep School District services and facilities clean and neat in appearance. Operate in a safe, efficient, and sanitary manner. Do not overload facilities or permit them to interfere with progress. Take necessary fire-prevention measures. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.

D. Delivery and Storage of Materials: Obtain prior approval of material storage and staging areas from school personnel. Assure that Contractor's personnel are present to receive all deliveries. Coordinate delivery schedules with school personnel.

E. See General Conditions, Paragraph 2.4, **Use and Protection of Premises**, and Paragraph 10. **SAFETY REQUIREMENTS**.

PART 2 - PRODUCTS

2.1 MATERIALS

A. General: Provide new materials. If acceptable to the School District, the Contractor may use undamaged, previously used materials in serviceable condition. Provide materials suitable for use intended.

B. Tarpaulins: Provide waterproof, fire-resistant, UL-labeled tarpaulins with flame-spread rating of 15 or less. For temporary enclosures, provide translucent, nylon-reinforced, laminated polyethylene or polyvinyl chloride, fire-retardant tarpaulins.

C. Open-Mesh Fencing: Provide 0.120-inch- thick, galvanized 2-inch chain link fabric fencing 6 feet high with galvanized steel pipe posts, 1-1/2 inches I.D. for line posts and 2-1/2 inches I.D. for corner posts, mounted in heavy concrete bases.

2.2 EQUIPMENT

A. General: Provide new equipment. If acceptable to the School District, the Contractor may use undamaged, previously used equipment in serviceable condition. Provide equipment suitable for use intended.

B. Electrical Outlets: Provide properly configured, NEMA-polarized outlets to prevent insertion of 110- to 120-Volt plugs into higher voltage outlets. Provide receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.

C. Electrical Power Cords: Provide grounded extension cords. Use hard-service cords where exposed to abrasion and traffic. Provide waterproof connectors to connect separate lengths of electric cords if single lengths will not reach areas where construction activities are in progress. Do not exceed safe length-voltage ratio.

D. Fire Extinguishers: In each area of Work, provide hand-carried portable, UL-rated, Class ABC, dry chemical extinguishers or a combination of NFPA-recommended classes for the exposures.

Comply with NFPA 10 and NFPA 241 for classification, extinguishing agent, and size required by location and class of fire exposure.

E. Field Offices will not be required, Storage facilities, only, will be permitted.

PART 3 - EXECUTION

3.1 INSTALLATION

A. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work.

B. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed.

C. The Contractor shall not be permitted to use School District toilet and sanitary facilities. Contractor shall provide temporary toilet and sanitary facilities, (i.e. Porta-Potties).

D. Installation of temporary toilet and sanitary facilities for Contractor and Subcontractor employee use shall be according to the city of Philadelphia Plumbing Code.

3.2 SUPPORT FACILITIES INSTALLATION

A. Locate storage sheds, if used, and other temporary construction and support facilities for easy access.

1. Maintain support facilities until near Substantial Completion. Remove prior to Substantial Completion.

B. Temporary Enclosures: Provide temporary enclosures for protection of construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities.

1. Install tarpaulins securely, with incombustible wood framing and other materials. Close openings of 25 sq. ft. (2.3 sq. m) or less with plywood or similar materials.

C. Temporary Elevator Use: Existing elevator, if any, may not be available for Contractor's use during building occupancy. Any and all use of the elevator must be scheduled with the onsite School District Project Management Team.

D. Collection and Disposal of Waste: Collect waste from construction areas and elsewhere daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris. Enforce requirements strictly. Do not hold materials more than 7 days during normal weather or 3 days when the temperature is expected to rise above 80 deg F (27 deg C). Handle hazardous, dangerous, or unsanitary waste materials separately from other waste by containerizing properly. Dispose of material lawfully. The contractor must submit an Asbestos Waste bag out plan that includes all methods of movement within the facility and the hours of operation for review and approval of work plan by the onsite School District Project Management Team.

E. Rodent and Pest Control: If rodents, roaches, or other pests infiltrate the site after commencement of construction activities, retain a local exterminator or pest control company to recommend practices to minimize attraction. Employ this service to perform extermination and control procedures at regular intervals so the Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.

F. (NOT USED FOR THIS PROJECT]

3.3 SECURITY AND PROTECTION FACILITIES INSTALLATION

A. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of the type needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA

10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations".

1. Locate fire extinguishers where convenient and effective for their intended purpose, but not less than one extinguisher in each room where construction activities are occurring.

2. Store combustible materials in containers in fire-safe locations.

3. Maintain unobstructed access to fire extinguishers, fire hydrants, temporary fire-protection facilities, stairways, and other access routes for fighting fires. Prohibit smoking in all areas.

4. Provide supervision of welding operations, and similar sources of fire ignition.

B. Exterior Enclosure Fence: Before selective demolition work begins, install an enclosure fence with lockable entrance gates. Locate where necessary to be effective with construction operations. Install in a manner that will prevent people and animals from easily entering work areas, except by the entrance gates.

1. Provide open-mesh, chain link fencing with posts set in heavy pre-cast concrete bases.

C. Security Enclosure and Lockup: Install substantial temporary enclosure of partially completed areas of construction. Assure that exterior door locations are secure and that intrusion protection systems are functional at the end of each working day. Provide locking entrances to prevent unauthorized entrance, vandalism, theft, and similar violations of security.

1. Storage: Where materials and equipment must be stored, and are of value or attractive for theft, provide a secure lockup. Enforce discipline in connection with the installation and release of material to minimize the opportunity for theft and vandalism.

D. Environmental Protection: Provide protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations, and minimize the possibility that air, waterways, and subsoil might be contaminated or polluted or that other undesirable effects might result. Avoid use of tools and equipment that produce harmful noise. Restrict use of noise-making tools and equipment to hours that will minimize complaints from persons at the site.

E. See General Conditions.

3.4 OPERATION, TERMINATION, AND REMOVAL

A. Supervision: Enforce strict discipline in use of temporary facilities. Limit availability of temporary facilities to essential and intended uses to minimize waste and abuse.

B. Maintenance: Maintain facilities in good operating condition until removal.

C. Termination and Removal: Remove each temporary facility when the need has ended or no later than Substantial Completion. Repair damages to facilities during use by Contractor. Clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

D. See General Conditions.

END OF SECTION 2.8 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS

SECTION 3 – LINKS

Section 3.1 – LINKS TO POLICIES AND CERTAIN APPLICABLE LAWS

(Required Provisions Incorporated by Reference)

The following Board policies and Administrative Procedures are available on the Board's website at **https://www.philasd.org/schoolboard/policies/** and incorporated by reference and made a part of the Contract to the same extent as if they were attached hereto. A hard copy of the Board policies and Administrative Procedures will be provided upon request.

1. Policy 610.1 **TERMINATION OF CONTRACTS AND DISQUALIFICATION, SUSPENSION, OR DEBARMENT OF VENDORS**

   Administrative Procedures for **Termination of Contracts and Disqualification, Suspension, or Debarment of Vendors** (Attachment for Policy No. 610.1)

2. Policy 612 **BUSINESS DIVERSITY IN THE PROCUREMENT OF MATERIALS AND CONTRACTED SERVICES**

   Administrative Procedures for **Business Diversity in the Procurement of Materials and Contracted Services** (Attachment for Policy No. 612)

The following links to certain required laws and regulations are provided for convenience only. It is the Contractor's responsibility to ensure that it is complying with the most current provisions of the required laws and regulations and any supporting documents.

1. Pennsylvania Steel Products Procurement Act and Forms **https://www.dgs.pa.gov/Design-and-Construction/Steel-Products-Act-Exemptions/Pages/default.aspx**
2. Pennsylvania Public Works Employment Verification Act and Forms **https://www.dgs.pa.gov/Design-and-Construction/Public-Works-Employment-Verification/Pages/default.aspx**
3. Pennsylvania Prevailing Wage Act and Regulations **https://www.dli.pa.gov/Individuals/Labor-Management-Relations/llc/prevailing-wage/Pages/default.aspx**
4. Federal Davis Bacon Act and Related Acts **https://www.dol.gov/agencies/whd/government-contracts/construction**
5. Pennsylvania Public School Code – **https://www.legis.state.pa.us/WU01/LI/LI/US/HTM/1949/0/0014..HTM**
6. Pennsylvania Criminal History Check - **https://epatch.pa.gov/home**
7. Child Abuse Clearance - **https://www.compass.state.pa.us/CWIS/Public/Home**
8. FBI Fingerprint Clearance - **https://uenroll.identogo.com/**
   Click on "Schedule or Manage an Appointment" and enter code 1KG6X