SPECIFICATION FOR

HATBORO HORSHAM SCHOOL DISTRICT
HIGH SCHOOL ELECTRICAL TRENCHING AND PAVING

HORSHAM TOWNSHIP
MONTGOMERY COUNTY
PENNSYLVANIA

OWNER:

HATBORO-HORSHAM SCHOOL DISTRICT

DISTRICT ADMINISTRATIVE OFFICE
227 MEETINGHOUSE ROAD
SUITE 100
HORSHAM, PA 19044

DATE:

5-5-2026

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INVITATION FOR BIDS

The Hatboro-Horsham School District will receive sealed Bids for **HATBORO HORSHAM SCHOOL DISTRICT HIGH SCHOOL ELECTRICAL TRENCHING AND PAVING until 10:00 AM**., **Thursday** the 11th day of **June 2026**, at the **District Administration Office, 227 Meetinghouse Road, Suite 100, Horsham, PA 19044.** Bids will be publicly opened and read at that time.

Bids are invited for the following:

HATBORO HORSHAM SCHOOL DISTRICT
HIGH SCHOOL ELECTRICAL TRENCHING AND PAVING

Copies of the BID DOCUMENTS may be obtained from the School District at the above listed address. A set of BID DOCUMENTS is available for review in the office of Joseph Crowe, Director of Operations 411B Babylon, Horsham, PA 19044.

Attention is called to the fact that the CONTRACTOR must ensure that employees and applicants for employment are not discriminated against because of their race, creed, color, sex, or national origin.

The **Hatboro-Horsham School District** reserves the right to reject any or all Bids, or to waive any informalities in the bidding.

Bids may be held by the **Hatboro-Horsham School District** for a period not to exceed ninety (90) days from the date of the opening of Bids for the purpose of reviewing the Bids and investigating the qualifications of bidders prior to awarding of the Contract.

A mandatory Pre-Bid Conference will be held at **11:00** a.m., **Friday** the **29th** day of **May** 20**26**, at **Hatboro Horsham High School, Horsham, PA**. All prospective bidders must have a representative present at this Conference in order to submit a Bid for the project.

This project may be subject to the Pennsylvania Prevailing Wage Act of 1961, approved August 15, 1961, P.L. 987, as amended and reference is made to the prevailing minimum wage rates applicable to this project which have been promulgated by the Secretary of Labor and Industry.

Date: May 5, 2026 By: Hatboro-Horsham School District

Advertisement

INFORMATION FOR BIDDERS

GENERAL DESCRIPTION OF WORK

Without intending to limit or restrict the extent of WORK required under this PROJECT, the WORK is generally comprised of the following:

HATBORO HORSHAM SCHOOL DISTRICT HIGH SCHOOL ELECTRICAL TRENCHING AND PAVING

1. It is the responsibility of each bidder to visit the sites, become acquainted with the conditions of the work involved, verify and/or obtain the necessary measurements of the work covered **by the drawings and specifications furnished.**

2. It is the responsibility of the contractor to be awarded the project to obtain and pay for all required permits for the job.

3. Bidder is responsible for calling for utilities prior to digging or using a utility line service.

4. All demolished and surplus materials resulting from work in the areas of **excavation and paving** shall be disposed of by the contractor in a proper and legal manner at a location offsite.

LOCATION OF WORK

All work to be done under these BID DOCUMENTS is located at Hatboro Horsham High School, 899 Horsham Rd., Horsham Township and Montgomery County, Pennsylvania 19044.

EXAMINATION OF BID DOCUMENTS AND SITE

A. It is the responsibility of each BIDDER before submitting a BID, to (a) examine the BID DOCUMENTS, the Invitation-To-Bid, this information for BIDDERS, plans and SPECIFICATIONS, including all addenda and all documents that will form, compose or be included in the BID DOCUMENTS, thoroughly, (b) visit the site to become familiar with local conditions that may affect cost, progress, performance or furnishing of the WORK, (c) consider federal, state and local Laws and Regulations that may affect cost, progress, performance or furnishing of the WORK, (d) study and carefully correlate BIDDER'S observations with the BID DOCUMENTS, and (e) notify OWNER of all conflicts, errors or discrepancies in the BID DOCUMENTS.

B. Before submitting a BID each BIDDER will, at BIDDER'S own expense, make or obtain any examinations, investigations, explorations, tests and studies and obtain any additional information and data which pertain to the physical conditions at or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the WORK and which BIDDER deems necessary to determine its BID for performing and furnishing the WORK in accordance with the time, price and other terms and conditions of the BID DOCUMENTS. Failure of the BIDDER to make such examinations, investigations, explorations, tests and studies shall not relieve the CONTRACTOR of his responsibility to complete the work without additional cost to the OWNER.

C. On request in advance, OWNER will provide each BIDDER with access to the site to conduct such explorations and tests as each BIDDER deems necessary for submission of a BID. BIDDER'S access to the site is subject to the ability of the OWNER to grant such access without causing unreasonable disruption of the activities, if any, at the site.

D. The lands upon which the WORK is to be performed, rights-of-way and easements for access thereto and other lands designated for use by the CONTRACTOR in performing the WORK are identified in the BID DOCUMENTS. All additional lands and access thereto for temporary construction facilities or storage of materials and equipment are to be provided by CONTRACTOR. Easements for permanent structures or permanent changes in existing structures are to be obtained by OWNER unless otherwise provided in the BID DOCUMENTS.

E. The submission of a BID will constitute an incontrovertible representation by BIDDER that BIDDER has complied with every requirement of this Article, that without exception the BID is premised upon performing and furnishing the WORK required by the BID DOCUMENTS and such means, methods, techniques, sequences or procedure of construction as may be indicated in or required by the methods, techniques, sequences or procedure of construction as may be indicated in or required by the BID DOCUMENTS, and that the BID DOCUMENTS are sufficient in scope an detail to indicate and convey understanding of all terms and conditions for performance and furnishing of the WORK.

F. A separate sealed BID including a Non-Collusion Affidavit will be received for the above described WORK. BIDS must be addressed to the OWNER as outlined in the Invitation to Bid and the Bid shall designate the name of the PROJECT. Attention is directed to the BID FORM bound in the BID DOCUMENTS. This BID FORM is for the information and convenience of the BIDDER and is not to be detached from this document, or filled out or executed. One separate copy of the BID FORM and Non-Collusion Affidavit are furnished with the bidding documents and they shall be filled out, executed and submitted as specified in the invitation to Bid.

G. No BID shall be considered which is not based upon these BID DOCUMENTS, or which contains any letter or memorandum qualifying the same, or which is not properly made out and signed in writing by the BIDDER or an authorized agent of the BIDDER.

H. All required items in the BID FORM shall be completed, filled-in and responded to appropriately. The failure of the BIDDER to fully respond to OWNER'S Invitation-To-Bid will result in the Bid being rejected as non-responsive in accordance with applicable law. The OWNER will reject the BID of any BIDDER failing to meet the requirements of the Advertisement or any other requirements of the BID DOCUMENTS. BIDDERS are advised that any omission, alteration of form, conditional, or uninvited alternate BID may render the BID unresponsive under applicable law. However, OWNER reserves the right, in its sole discretion, to waive technical defects or irregularities in the BID that do not render the BIDDER unresponsive under applicable law.

I. In the case of errors in the BIDS, the following precedential order shall apply in determining the correct amount of the BID.

1. The written bid in lieu of the numerical bid.

J. In submitting this bid, it is understood that the right is reserved by the OWNER to reject any or all BIDS.

REQUIREMENT FOR SIGNING BIDS

A. A BID which is not signed by the individual making it should have attached thereto a power-of-attorney evidencing authority to sign the BID in the name of the person for whom it is signed.

B. A BID which is signed for a partnership should be signed by all of the partners or by an attorney-in-fact. If signed by an attorney-in-fact, there should be attached to the BID a power-of-attorney evidencing authority to sign the BID, executed by the partners.

C. The BID which is signed for a corporation shall have the correct corporate name thereof, corporate seal, and the signature of the president or other authorized officer of the corporation. Such BID shall also bear the attesting signature of the secretary of the corporation.

EXECUTION OF DOCUMENTS

The successful BIDDERS will be requested to execute the AGREEMENT and Bonds in no less than three (3) counterparts.

CONTRACT SECURITY

The CONTRACTOR shall furnish a Performance and Maintenance BOND of which shall be equal to one hundred percent (100%) of the BID PRICE, as security for the faithful performance and maintenance of WORK done under this Agreement and as security for the payment of all persons performing labor under this Agreement and furnishing materials in connection with this Agreement. The maintenance provisions of the BOND shall be continued in force for one (1) year after the issuance of the final payment as a guarantee that all workmanship and materials provided are satisfactory for the performance of the service intended and shall guarantee that the CONTRACTOR shall remedy all defects which may develop. The BOND shall be prepared on a form that is agreeable to the OWNER.

CHANGES WHILE BIDDING

A. During the bidding period, BIDDERS may be furnished Addenda for additions and/or deletions to, or alterations of, the BID DOCUMENTS which shall be included in the WORK covered by the BID FORM and become a part of the BID DOCUMENTS. Only questions answered by formal written addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

B. If any prospective BIDDER is in doubt as to the true meaning of any part of the DRAWINGS, SPECIFICATIONS, or other proposed BID DOCUMENTS, he may submit to the DIRECTOR OF OPERATIONS a written request for an interpretation thereof. The Bidders submitting such requests will be responsible for prompt delivery. Any interpretation of the proposed BID DOCUMENTS will be made only by an addendum duly issued, and a copy of such addendum will be mailed or delivered to each prospective BIDDER who has appropriately obtained a set of such documents in the manner prescribed in the Advertisement. The OWNER will not be responsible for any other explanation or interpretation of the BID DOCUMENTS. Failure of any BIDDER to receive any such Addenda or interpretation shall not relieve such BIDDER from any obligation under his BID as submitted.

FACSIMILE MODIFICATION

Any BIDDER may modify his BID by facsimile communication at any time prior to the scheduled BID opening. The communication shall not reveal the BID price, but should provide the addition or subtraction or other modifications so that the final prices or terms will not be known by the OWNER until the sealed BID is opened. If written confirmation of the contents of the facsimile communication is not received by the OWNER within two (2) days from the date of BID opening, consideration will not be given to the Communication.

NOTICE OF INTENT TO AWARD

Within ten (10) days of the OWNER issuing a Notice of Intent to Award letter, the BIDDER will supply to the OWNER: the executed AGREEMENT; required SURETY Bonds; acceptable evidence or documentation of alternative financial security, if required, and insurance certificates evidencing proper insurance coverage as specifically required by the BID DOCUMENTS and as generally set forth in the Notice of Intent to Award letter.

WHEN AWARD EFFECTUAL

The CONTRACT shall be deemed as having been awarded when the AGREEMENT is executed by the OWNER. Upon receiving award, CONTRACTOR can schedule start of work with Joseph Crowe, Director of Operations, (215-420-5492). This schedule will be at the discretion of the School District so as not to interfere with the use of the buildings and the instructional program of the students of the district.

WITHDRAWAL OF BIDS

Any BIDDER may withdraw his BID at any time prior to the scheduled time of the receipt of BIDS.

LAWS AND REGULATIONS

The BIDDER'S attention is directed to the fact that all applicable Federal and State laws, municipal ordinance, codes, statutes and/or orders and the rules and regulations of all authorities having jurisdiction over construction of the PROJECT shall apply to the BID DOCUMENTS throughout and they will be deemed to be included in the AGREEMENT the same as though herein written out in full.

SUBSTITUTIONS PRIOR TO BID

A BID shall be based on the products or manufacturers specified. Whenever a material article or an item of equipment is identified in the BID DOCUMENTS by reference to manufacturers' name, vendors' names, trade names, catalog numbers, and the like, the BIDDER will base its BID on the material article or piece of equipment so identified. No approval will be given the BIDDER prior to the BID date substitution of an alternative material, article or piece of equipment unless one (1) the substitution is submitted to the OWNER by the BIDDER at least fifteen (15) days in advance of the BID date; two (2) the material article, or equipment so proposed is of equal quality, performance, appearance, function, or a combination of the foregoing, if so determined by the OWNER in the exercise of his sole discretion; and three(3) OWNER issues an addendum or addenda approving the substitution.

PRE-BID CONFERENCE

A **MANDATORY** pre-bid conference will be held at **11:00** a.m., **Friday** the **29th** day of **May** 20**26**, at **Hatboro Horsham High School, Horsham, PA**. **899 Horsham Rd, Horsham, PA** 19044. Pre-Bid conferences must be attended by the BIDDER or the BID will not be accepted.

TECHNICAL SPECIFICATIONS

SCOPE OF WORK

Hatboro Horsham High School Electrical Trenching Project

Demo

- Sawcut Existing Asphalt/Concrete for Removal-194 LF
- Remove & Dispose of Asphalt – 22 SY
- Remove & Dispose of Concrete Sidewalk- 173 SF
- Remove & Dispose of Concrete Curb – 20 LF

Underground Utilities

- Trench & Backfill for Electrical Conduit. Average of 2' Depth w/ 6" of #10 Screening Bed, 6" of #10 Screening Cover, 2A Stone to the Top of the Trench. Does not Include Conduit or Warning Tape/Wire. -149 LF

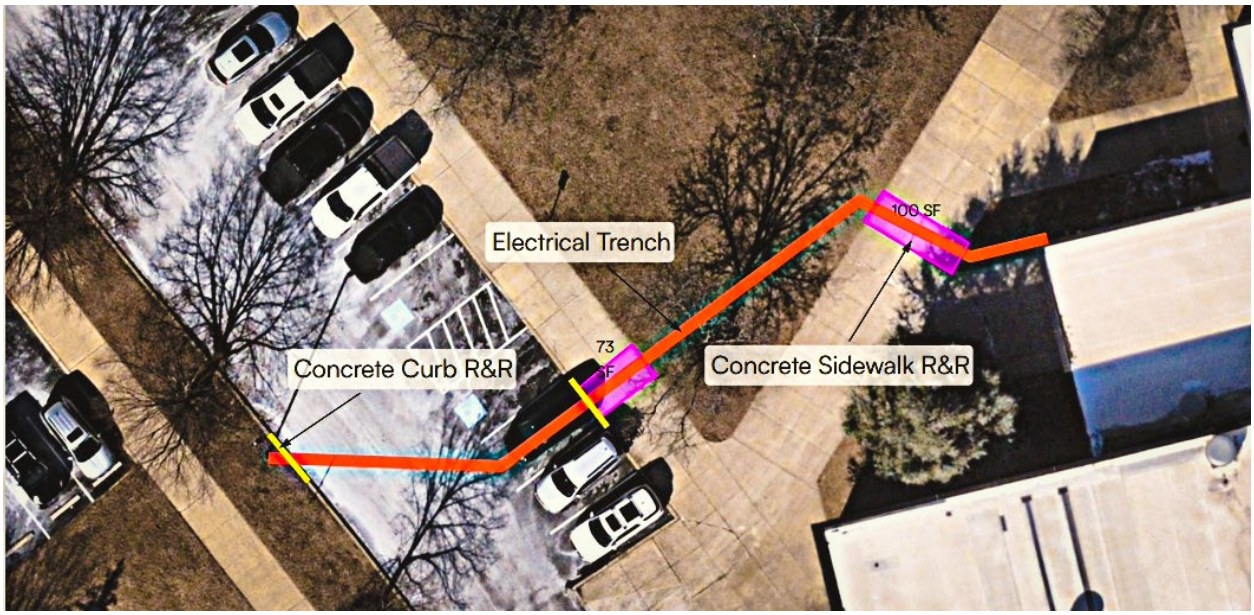
Restoration

- Supply & Install 3" of Compacted Binder Course (19mm / 0.3 to 30)- 22 SY
- Clean, Prep, & Tack Area to be Paved- 22 SY
- Supply & Install 2" of Compacted Wearing Course (9.5mm /0.3 to 30)- 22 SY
- Supply & Install Hot Tar for Joints, Seams, & Curbline – 156 LF
- Supply & Install 4" Thick Concrete Sidewalk 173 SF
- Supply & Install Concrete Curbing 20 LF
- Topsoil Respread, Rake, Seed, & Straw mulch Disturbed Grass Areas 1 LS

Exclusions:

- Mechanical rock removal.
- Permits and inspection fees.
- Geotechnical services, global stability analysis, soil testing & road bearing reports.
- Temporary Construction fence, staging area, barricades, enclosures
- Flushing storm drain system/cleaning inlets.
- Removing and replanting trees

PHOTO



PROTECTION AND SAFETY PRECAUTIONS

A. The contractor shall be responsible to protect the work areas to avoid any potential injury to students, staff and the general public. Areas left unattended shall be protected with cones or barricades at all times. Contractor to ensure that free access is maintained to the hallways at all times.

B. Contractor's employees shall be properly protected during installation of all material. Protection shall include proper attire when handling and applying materials, and shall include (but not be limited to) disposable dust respirators, gloves, hard hats, and eye protection.

C. The Contractor shall conduct all job site operations in compliance with applicable provisions of the Occupational Safety and Health Act, as well as with all state and/or local safety and health codes and regulations that may apply to the work.

PUBLIC SAFETY

The contractor shall develop procedures as they relate to public safety on and adjacent to the site, parking of workmen & construction vehicles while the project is in progress. It is important to note that Hatboro-Horsham School District is a tobacco free campus.

FIELD QUALITY ASSURANCE

Upon completion of all work covered by this specification, visually inspect the work and verify that it has been correctly installed. This may be done while work is in progress, to assure compliance with requirements herein.

COMPLETION DATE

All work must be completed by **August 9th, 2026**. Failure to complete by this date shall result in a $500.00 penalty per day to be paid by the Contractor until completion.

WARRANTY

The Contractor(s) shall guarantee, in writing, the newly completed project for **(1) one** year from the date of acceptance by the District.

Copies of manufacturer's warranties for any products used in this project shall be submitted with the Bid Form. All materials furnished and incorporated in the work shall be new unless otherwise specified.

GENERAL CONDITIONS

INSURANCE REQUIREMENTS

Contractor will provide evidence before the commencement of the work, that the Contractor is protected by the following types of insurance:

1. Workmen's Compensation Insurance-as required by law
2. Employer's Liability Insurance-$100,000/500,000
3. Contractor's Public Liability Insurance-$1,000,000
4. Property Damage Insurance-$1,000,000
5. Automobile Liability Insurance-$1,000,000
6. Such other insurance, fire or other which will indemnify and protect the Owner and Contractor insofar as their respective interests may appear.

Contractor shall furnish to the Owner a Certificate of Proof of Insurance that names the Owner, Owner's Representatives as additional insured.

PROHIBITION ON CASH ALLOWANCES

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

DISCRIMINATION PROHIBITED

In accordance with Section 755, Public School Code of Pennsylvania, 1949 as amended, the CONTRACTOR agrees:

1. That in the hiring of employees for the performance of work under this contract, or any sub-contract hereunder, no CONTRACTOR, or SUB-CONTRACTOR, shall, by reason of race, creed or color, sex, national origin discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates.

2. That no CONTRACTOR, sub-CONTRACTOR, nor any person on his behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under his contract on account of race, creed, color, sex or national origin.

3. That this contract may be cancelled or terminated by the school district and all money due or to become due hereunder may be forfeited, for a violation of the terms or conditions of this portion of the contract.

HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 (P.L. 744) (43P.S. Section 951, et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap or disability, by employers, employment agencies, labor organizations, CONTRACTORS and others. The CONTRACTOR shall agree to comply with the provisions of the Act as amended that are made part of these specifications. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 349.101.

COMPETENT WORKMEN

According to Section 752 of the Public School Code of 1949, no person shall be employed to do work under a contract with an estimated cost of $25,000 or less except competent first class workmen and mechanics.

PREVAILING WAGE

This regulation applies where the total estimated cost of the project is greater than $25,000. This regulation and the general Pennsylvania prevailing minimum wage rates (Act 422 of 1961, P.L. 987, as amended), as determined by the Secretary of Labor and Industry, which shall be paid for each craft or classification of all workers needed to perform the contract during the anticipated term therefore in the locality in which public work is performed, are made part of these specifications. Current prevailing wage certifications will be included by the District in the specification documents if the project is of a dollar volume to be deemed necessary.

PERFORMANCE AND LABOR AND MATERIAL BONDS

Under Section 756 and 757 of the School Code and Public Works CONTRACTORS Bond Law of 1967 the CONTRACTOR who is awarded the work shall provide a performance bond and a labor and material payment bond in the amount of 100% of the contract price. The SURETY thereon shall be one or more SURETY companies legally authorized to do business in the Commonwealth. The bond shall be deposited with the School District.

STATEMENT OF BIDDER'S QUALIFICATIONS

All questions must be answered, and the data given must be clear and comprehensive. This statement must be notarized and submitted with the BID. If necessary, add separate sheets for items marked with an (*).

1. Name of Bidder.
2. Permanent main office address.
3. When organized?
4. If a Corporation, where incorporated?
5. How many years have you been engaged in business under your present firm or trade name?
6. Have you ever failed to complete any work awarded to you? If so, where and why?
7. Have you ever defaulted on a BID? If so, where and why?
8. *List any projects similar to this project recently completed.
9. Will you upon request, list your major equipment available for this Bid.
10. *Background and experience of the principal members of your organization.
11. Will you, upon request, fill out a detailed financial statement and furnish any other information that may be required by the OWNER?

The undersigned hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the OWNER in verification of the recitals comprising this STATEMENT OF BIDDER'S QUALIFICATIONS.

Dated at _____

This _____ day of _____ 20 _____

_____
(Name of Bidder)

By: _____

Title: _____

INSTRUCTIONS TO BIDDERS

A. Bids will be received by the Hatboro-Horsham School District no later than **10:00 AM**., **Thursday** the 11th day of **June 2026**, at the Hatboro-Horsham School District Administration Building, 227 Meetinghouse Road, Suite 100, Horsham, Pa. 19044. Bids will be opened at the same time.

B. All bid forms shall be submitted in sealed envelopes clearly marked:

"HATBORO HORSHAM SCHOOL DISTRICT HIGH SCHOOL ELECTRICAL TRENCHING AND PAVING"

C. Bid form must be typewritten or written in ink and signed by the bidder. Bids should be submitted on the "Bid Form" provided. Bid figures shall include all charges including labor, materials, equipment, delivery, installation and equipment instructions, (if applicable to bid).

D. The Hatboro-Horsham School District reserves the right to reject or accept any or all bids or any portion thereof and to waive any informalities permitted by law. Bids must remain firm for a period of ninety (90) days from the date of bid opening.

E. School District is requesting bids with these specifications on:

HATBORO HORSHAM SCHOOL DISTRICT HIGH SCHOOL ELECTRICAL TRENCHING AND PAVING

Exceptions to the specifications must be stated in writing a minimum of 10 days prior to the bid opening, and complete information on the item submitted with the bid.

F. Questions concerning this request should be directed to;

Joseph Crowe, Director of Operations
411B Babylon, Horsham, PA 19044
Phone – 215-420-5492
E-mail – jcrowe@hatboro-horsham.org

BID FORM

Joseph Crowe
Director of Operations
Hatboro-Horsham School District
Horsham Township, Montgomery County, Pennsylvania 19044

The undersigned agrees to familiarize themselves/himself with the local conditions affecting the cost of the work and with the BID DOCUMENTS, including the following; Invitation to Bid, Information for Bidders, Technical Specifications, General Conditions, Instructions to Bidders, Bid Form, all of which are on file in the office of the Director of Operations, 411B Babylon, Horsham, PA 19044 or Hatboro Horsham School District 227 Meetinghouse Road, Suite 100, Horsham, PA 19044. The BIDDER proposes to furnish all labor, materials, both expendable and permanent; necessary tools and equipment, and all utility and transportation services necessary to perform and complete all of the work required for the HATBORO HORSHAM SCHOOL DISTRICT HIGH SCHOOL ELECTRICAL TRENCHING AND PAVING in accordance with the BID DOCUMENTS dated June 11th 2026.

BID: HATBORO HORSHAM SCHOOL DISTRICT HIGH SCHOOL ELECTRICAL TRENCHING AND PAVING

_____Dollars ($_____)

VENDOR: _____

ADDRESS: _____

_____

PHONE: _____

FAX: _____

SIGNATURE: _____DATE:_____
President

SIGNATURE: _____DATE:_____
Secretary

In submitting this BID, it is understood that the right is reserved by the HATBORO HORSHAM SCHOOL DISTRICT (OWNER) to reject any or all BIDS.

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antibid-Rigging Act, 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.

2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.

3. Bid rigging and other efforts to restrain competition, and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval submission of the bid.

4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the BID DOCUMENTS, and an Affidavit must be submitted separately on behalf of each party.

5. The term “complementary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.

6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

NON-COLLUSION AFFIDAVIT

State of PENNSYLVANIA:

County of MONTGOMERY:

I state that I am _____ of _____
(Title) (Name of firm)

and that I am authorized to make this affidavit on behalf of my firm, and its Owners, directors, and officers. I am the person responsible in my firm for the submittal and the amount of this bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other CONTRACTOR, bidder or potential bidder.

2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.

3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive bid.

5. _____ its affiliates,
(Name of Firm)

subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that _____ understands and acknowledges
(Name of Firm)
that the above representations are material and important, and will be relied on by

Hatboro-Horsham School District in awarding the contract(s) for

which this bid is submitted.

I understand and my firm understands that any miss statement in this affidavit is and shall be treated as fraudulent concealment from Hatboro-Horsham School District of the true facts relating to the submission of bids for this contract.

_____
(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____DAY

OF_____, 20___.

_____ My Commission Expires _____
Notary Public

PAYMENT APPLICATION

Schedule of Values

Coordinate preparation of the Schedule of Values with the Contractor's Construction Schedule.

Correlate line items in the Schedule of Values with other schedules and forms, including:

- Contractor's Construction Schedule
- Application for Payment form
- List of subcontractors
- List of products
- Schedule of submittals

Submit the Schedule of Values to the Engineer at the earliest date, but no later than seven (7) days before the date scheduled for submittal of the initial Application for Payment.

Break Contract Sum down in enough detail to facilitate evaluation of Applications for Payment. Break subcontract amounts down into several line items. Round amounts off to the nearest dollar; the total shall equal the Contract Sum.

For each item where an Application for Payment includes products purchased or fabricated and stored, but not installed, provide separate line items for initial cost, each subsequent stage of completion, and installed value.

Each item in the Schedule of Values and Applications for Payment shall be complete including total cost and share of overhead and profit.

Update and resubmit the schedule when Change Orders or Construction Change Directives change the Contract Sum.

Applications for Payment

Each Application for Payment shall be consistent with previous applications and payments as certified by the Engineer and paid for by the Owner.

Payment Application Forms

Use AIA Document G 702 and Continuation Sheets G 703 as the form for the application.

Application Preparation

Complete every entry, including notarization and execution by person authorized to sign on behalf of the Owner. Incomplete applications will be returned without action.
Entries shall match data on the Schedule of Values and Contractor’s Construction Schedule. Use updated schedules if revisions have been made.

Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the period covered by the application.

Transmittal

Submit 3 executed copies of each application to the Engineer within 24 hours; one copy shall be complete, including waivers of lien and similar attachments.

Transmit each copy with a transmittal listing attachment, and recording information related to the application.

Waivers of Lien

With each application, submit waivers of lien from every entity who may file a lien arising out of the Contract, and related to the Work covered by the payment.

Submit partial waivers on each item for amount requested, prior to deduction for retainage, on each item.

When an application shows completion of an item, submit final or full waivers.

Waiver Delays

Submit each application with Contractor's waiver of lien for the period covered by the application.

Submit final Application for Payment with final waivers from every entity involved with performance of Work covered by the application who could be entitled to a lien.

Waiver Forms

Submit waivers of lien on forms, and executed in a manner, acceptable to Owner.

Initial Application for Payment

Administrative actions and submittals that must precede or coincide with submittal of the first Application for Payment include:

- List of subcontractors
- List of suppliers and fabricators
- Schedule of Values
- Contractor's Construction Schedule (preliminary if not final).
- Submittal Schedule (preliminary if not final).
- Copies of building permits
- Copies of licenses from governing authorities
- Certificates of insurance and insurance policies
- Performance and payment bonds

Application for Payment at Substantial Completion

Following issuance of the Certificate of Substantial Completion, submit an Application for Payment; reflect Certificates of Partial Substantial Completion issued previously for Owner

occupancy of designated portions. Administrative actions and submittals that precede or coincide with this application include:

- Occupancy permits, if required
- Warranties and maintenance agreements
- Test/adjust/balance records
- Maintenance instructions
- Final cleaning
- Application for reduction of retainage, and consent of surety

Final Payment Application

Administrative actions and submittals which must precede or coincide with submittal of the final payment application include:

- Completion of Project closeout requirements
- Completion of items specified for completion after Substantial Completion.
- Transmittal of required Project construction records to Owner.
- Proof that taxes, fees and similar obligations have been paid.

INSTRUCTIONS FOR PERFORMANCE AND MAINTENANCE BOND

1. The full Legal name and residence of each individual party to the bond must be inserted in the first paragraph.

2. If the principal is a partnership, the full name of all partners must be inserted in the first paragraph which must recite they are the partners composing the partnership (to be named), and all partners must execute the bond as individuals.

3. The state of incorporation of each corporate party to the bond must be inserted in the first paragraph and the bond by its Secretary or other appropriate officer.

4. The date of the bond must not be prior to the date of the BID, and to this end the CONTRACTOR and SURETY authorize the OWNER to insert the dates where set forth as the same date upon which the OWNER signs these articles.

5. All duly executed documents representing power-of-attorney to sign shall be securely attached hereto.

HATBORO-HORSHAM SCHOOL DISTRICT
227 MEETINGHOUSE ROAD, SUITE 100
HORSHAM, PA 19044

PERFORMANCE AND MAINTENANCE BOND

The undersigned _____ as Principal, hereinafter

called the CONTRACTOR, and _____ as SURETY, hereinafter called the SURETY, are held and firmly bound to the Hatboro-Horsham School

District as Obligee, hereinafter called OWNER, in the full and just sum of ($_____), for the payment of which sum will and truly to be made, we the CONTRACTOR and SURETY, bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally.

WHEREAS, said CONTRACTOR has by written agreement dated the _____ day of

_____ , 20_____ entered into a certain CONTRACT with said OWNER for furnishing and delivering all materials, equipment, and machinery; also, the furnishing of all labor and complete construction in accordance with the Plans and Specifications under:

HATBORO HORSHAM SCHOOL DISTRICT
HIGH SCHOOL ELECTRICAL TRENCHING AND PAVING

Which BID and all of the BID DOCUMENTS therein referred to form said work shall be deemed a part hereof as fully as if set out herein.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that, if the CONTRACTOR shall promptly and faithfully perform all the obligations of CONTRACTOR under the BID, or any amendments or extensions of or additions to said BID on his part to be performed within the time and in the manner therein provided, and satisfy all claims and demands incurred in or for the same, or growing out of the same, or for injury or damage to persons or property in the performance thereof, and shall fully indemnify and save harmless the said OWNER from any and all cost and damage which the said OWNER may suffer by reason of CONTRACTOR'S failure to do so, and shall fully reimburse and repay the said OWNER any and all outlay and expense which it may incur by reason of any such default, and further, shall remedy without cost to the OWNER any defects of workmanship and/or material which may develop during a period of one (1) year from the date of the issuance of the certificate of substantial completion of the work performed under said BID, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect.

Whenever CONTRACTOR shall be and is declared by OWNER to be in default under the BID and the OWNER has performed all of OWNERS obligations under said BID, the SURETY will promptly remedy the default at no increased cost to OWNER by:

1. Completing the BID in accordance with its terms and conditions, or

2. Obtaining a BID or BIDS for submission to OWNER for completing the CONTRACT in accordance with its terms and conditions, and upon determination by OWNER and SURETY of the lowest responsible BIDDER, arrange for a CONTRACT between such BIDDER and OWNER and make available as work progresses sufficient funds to pay the cost of completion less the balance of the BID PRICE, including other costs and damages for which the SURETY may be liable hereunder. The term "balance of the BID PRICE", as used in this paragraph shall mean the total amount payable by OWNER to CONTRACTOR under the CONTRACT and any amendments thereto, less the amount properly paid by OWNER to CONTRACTOR.

The said SURETY for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the CONTRACT to the work to be performed there under of the Specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Contract or to the work or to the Specifications.

Signed, sealed and delivered in _____ counterparts this _____ day of

_____ 20____ .

(INDIVIDUAL PRINCIPALS SIGN HERE)

_____ (SEAL)

In the presence of: _____ (SEAL)

_____ (SEAL)

(CORPORATE PRINCIPALS SIGN HERE)

Attest: _____

_____ By:_____ (SEAL)

(SURETY SIGN HERE)

_____

_____ (SEAL)

Note: SURETY companies executing bonds must appear on the U.S. Treasury Department's most current list (Circular 570, as amended) and be authorized to transact business in the State of Pennsylvania.

HATBORO-HORSHAM SCHOOL DISTRICT
227 MEETINGHOUSE ROAD, SUITE 100
HORSHAM, PA 19044

AGREEMENT

This Agreement, made this _____day of _____ 20_____, by and between the Hatboro-Horsham School District, hereinafter called the "OWNER", and,

_____ a corporation, incorporated under the laws of the Commonwealth of Pennsylvania its successors and assigns, hereinafter called the "CONTRACTOR";

WITNESSETH: That the CONTRACTOR, for and in consideration of the payments and agreements hereinafter: Mentioned and agreed to by the OWNER, hereby covenants and agrees to furnish and deliver all the materials, and to do and perform all the work and labor to commence and complete the construction of the:

HATBORO HORSHAM SCHOOL DISTRICT HIGH SCHOOL ELECTRICAL TRENCHING AND PAVING

HEREINAFTER called the "Project", at the price bid by the CONTRACTOR of

($_____) this sum to include payment for all work performed in connection with the Project under the terms set forth in the BID DOCUMENTS which include, (1) the Invitation for Bidders; (2) the Information for Bidders; (3) the Technical Specifications; (4) the General Conditions; (5) the Statement of Bidder's Qualifications; (6) the Instructions to Bidders; (7) the Bid Form; (8) he Instructions for Non-Collusion Affidavit; (9) the Non-Collusion Affidavit; (10) the Instructions for Performance and Maintenance Bond; (11) the Performance and Maintenance Bond; and (12) the Agreement shall be read, interpreted and enforced as if such provisions were set forth heron in full; of which are made a part of this Agreement.

The CONTRACTOR agrees and further covenants that all of said work and labor shall be done and performed in the best and most workmanlike manner and that prompt payment upon application by the CONTRACTOR will be in accordance with the BID DOCUMENTS for labor and materials used in the work, and that all and every one of said materials and labor shall be in strict and entire conformity, in every respect, with the BID DOCUMENTS.

Correction of all defective and unsuitable work by the CONTRACTOR shall be done as set forth in the BID DOCUMENTS.

As set forth in the General Conditions, the CONTRACTOR hereby agrees to commence Work under this Agreement on or before a date specified in a written "Notice To Proceed" by the OWNER.

The CONTRACTOR further covenants and agrees that all and every of the said materials shall be furnished and delivered and all and every of the said labor shall be done and performed in every respect in accordance with the dates set forth in the BID DOCUMENTS for Substantial Completion and Final Completion of the Work. It is expressly understood that time is of the essence, and agreed that in case of the failure on the part of the CONTRACTOR, for any reason, except as provided in the BID DOCUMENTS, to complete the furnishing and delivery of the said materials and the doing and performance of said Work to achieve Substantial Completion and Final Completion as required by the BID DOCUMENTS, the OWNER shall deduct from any monies due or which may become due the CONTRACTOR, or if no monies shall be due, the OWNER shall have the right to recover for each and every calendar day used in excess of the date stated herein stipulated for Substantial Completion and Final Completion of The BID, liquidated Damages in the amount set forth in the BID DOCUMENTS.

The CONTRACTOR further covenants and warrants that he has read and is completely familiar with and understands thoroughly the BID DOCUMENTS, including the General Conditions currently in effect, the Supplements thereto, the Specifications, the Drawings and any other

Requirements, contained in and governing the performance of this Contract, whether attached hereto and made a part hereof or incorporated herein by reference hereto.

It is distinctly understood and agreed that no claims for extra work or materials, not specifically provided for in the BID DOCUMENTS, done or furnished by the CONTRACTOR, will not be allowed by the OWNER, nor shall the CONTRACTOR do any work or furnish any materials not covered by the BID DOCUMENTS, unless such work is ordered in writing by the OWNER.

The OWNER agrees to pay the CONTRACTOR, in accordance with the BID DOCUMENTS, for the performance of the CONTRACT, subject to changes in the work as set forth in the BID DOCUMENTS. It is further distinctly agreed that the said CONTRACTOR shall not assign this Agreement, nor shall any part of the work to be done or material furnished under said Agreement be sublet, without the consent in writing of the OWNER as set forth in the BID DOCUMENTS.

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania including, but not limited to, all matters effecting the interpretation of this Agreement and the rights of the parties hereto and all actions against the OWNER pursuant to this Agreement shall be brought in the Court of Common Pleas in the County where the OWNER resides in Pennsylvania, unless otherwise specified herein,

IN WITNESS WHEREOF, the parties to these presents have executed this Agreement in three (3) counterparts, each of which shall be deemed an original, in the year and day first above mentioned.

APPROVED AS TO FORM AND LEGALITY

_____ of the Hatboro-Horsham School District

By: _____ of the Hatboro Horsham School District

(SEAL)
ATTEST:

_____
Secretary

(SEAL)
ATTEST:

_____ By: _____
Secretary

_____
Witness

_____
Federal Employer
ID No. (EIN)

<u>Note:</u> Secretary of the OWNER shall attest. If CONTRACTOR is a corporation, Secretary shall attest, and corporate seal shall be affixed.